



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

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

Meeting ID: 223 427 023 174 | Passcode: MvPmTr

*Phone: 833-240-7855 | Phone Conference: 952 310 468#

April 27, 2023

4:00 PM

City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

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

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

- a. 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. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
- d. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas.
- e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.

2.2. 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. City Attorney
- c. Council Self-Evaluation

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

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

Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming May as National Bike Month.

Sponsors: Jason Schubert

Attachments: 1. National Bike Month Proclamation

5.2. Presentation proclaiming May 7th through the 13th as Drinking Water Week.

Sponsors: Jennifer Nations

Attachments: 1. 23 Drinking Water Awareness Week

6. Hear Visitors.

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

7. Consent Agenda.

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

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

- April 13, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM041323 DRAFT Minutes

7.2. Presentation, discussion, and possible action regarding a contract with Innovative Emergency Management, Inc. (IEM) for a Continuity of Operation Plan (COOP) not to exceed \$107,844.81.

Sponsors: Richard Mann

Attachments: 1. Final_Ranking Sheet RFP 23-020
2. 23300438 Innovative Emergency Management Inc. (IEM)

- 7.3. Presentation, discussion, and possible action regarding a consulting contract for pole loading analysis (PLA) to EN Engineering for an amount not to exceed \$200,000.

Sponsors: Timothy Crabb

Attachments: 1. PLA 23300447--RF (CC 04.27.23)

- 7.4. Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. Frontier Waste Solutions Franchise Agreement Signed

- 7.5. Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. Pronto Services LLC Franchise Agreement Signed

- 7.6. Presentation, discussion, and possible action regarding a resolution granting consent to the Rock Prairie Management District No. 2 sale and issuance of unlimited tax road bonds, series 2023 not to exceed \$1,750,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. RPMD Series 2023 Road Bonds - City Consent Resolution
2. Rock Prairie MD 2_ 2023 No Growth Cash Flow
3. Rock Prairie MD 2, 2023 Road Draft POS
4. Rock Prairie MD 2, 2023 Road Draft NOS
5. \$1,750,000 Unlimited Tax Road Bonds, Series 2023- Draft Bond Order

- 7.7. Presentation, discussion, and possible action regarding consultant contract with Binkley & Barfield, Inc. in the amount of \$116,100 for drainage, roadway, utilities, and culvert improvements at Milliff Road and Redmond Drive.

Sponsors: Jennifer Cain

Attachments: 1. Milliff Redmond Culvert Project Map
2. Milliff Redmond Design Contract Vendor Signed

- 7.8. Presentation, discussion, and possible action regarding partial awards to Anixter for \$61,629.54 and to Techline for \$192,550.10 for items included in Sections D, E, and F of the attached bid tabulation and the rejection of proposals received for items in Sections A, B, and C for overhead transmission materials required for relocating electric facilities to accommodate the TxDOT State Highway 6 widening project.

Sponsors: Timothy Crabb

Attachments: 1. 23-038 Bid Tabulation Attachment

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding an update on the street maintenance program.

Sponsors: Emily Fisher

Attachments: None

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from M-1 Light Industrial to GC General Commercial for approximately 5 acres of land, generally located at State Highway 6 S and Venture Drive.

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. Comprehensive Plan Future Land Use Map
7. Rezoning Map

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from R Rural and GS General Suburban to T Townhouse for approximately 8.2 acres of land at 3197 Holleman Drive South, generally located north of the intersection of Holleman Drive South and Deacon Drive West.

Sponsors: Jeff Howell

Attachments:

1. Ordinance
2. Vicinity Map, 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

- 9.3. Presentation, discussion, and possible action regarding possible projects to be funded with the Community Development Block Grant - Mitigation Plan funds to be received from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

Sponsors: Debbie Eller

Attachments: None

10. Council Calendar - Council May Discuss Upcoming Events.

11. Items of Community Interest.

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

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

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 April 21, 2023 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."

April 27, 2023
Item No. 5.1.
National Bike Month Proclamation

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May as National Bike Month.

Relationship to Strategic Goals:

- Improving Mobility
- Sustainable City

Recommendation(s): Receive the Proclamation.

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. National Bike Month Proclamation



Proclamation

WHEREAS, throughout the month of May, College Station will celebrate the joy, wellbeing, and freedom that bicycling inspires with a Cycle with Council event on May 6th and National Bike to Work Day on May 19th; and

WHEREAS, riding a bicycle is an environmentally sound form of transportation and an excellent form of recreation; and

WHEREAS, bicycle-friendliness contributes to the overall health, traffic safety, quality of life, economic vitality, community spirit, pollution and congestion reduction, and infrastructure longevity of our community; and

WHEREAS, the education of bicyclists and motorists as to the legal and safe operation of bicycles is important to ensure the safety and comfort of all road users; and

WHEREAS, College Station is nationally recognized as a Bronze Level Bicycle Friendly Community, as designated by the League of American Bicyclists, reflecting our commitment to a multimodal mobility system that serves all user types; and

WHEREAS, College Station will be the finish line for the thousands of cyclists participating in the 2023 Texas MS 150 bike ride from Houston and Austin on April 29th and 30th, the largest fundraising cycling series in the world and largest multiple sclerosis fundraising event in the country;

NOW, THEREFORE, I, John Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim May 2023 as

National Bike Month

And encourage all citizens to try bicycling as a sensible mode of transportation and recreation and urge all road users to share the road safely with bicyclists.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 27th Day of April 2023.

John Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 27, 2023
Item No. 5.2.
Drinking Water Week 2023

Sponsor: Jennifer Nations

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 7th through the 13th as Drinking Water Week.

Relationship to Strategic Goals:

- Sustainable City

Recommendation(s): Receive the Proclamation.

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. 23 Drinking Water Awareness Week



Proclamation

WHEREAS, the City Council of the City of College Station, Texas, recognizes that water is our most valuable natural resource; and

WHEREAS, only tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, from engineers designing capital projects to operators ensuring the safety and quality of drinking water to members of a pipe crew maintaining the infrastructure communities rely on; and

WHEREAS, any measure of a successful society – low mortality rates, economic growth and diversity, productivity, and public safety – need access to safe water; and

WHEREAS, we are all stewards of the water infrastructure and resources upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help protect our source waters from pollution, practice water conservation, and stay informed about local water issues.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me, John P. Nichols, Mayor of College Station, do hereby proclaim May 7-13, 2023 as

Drinking Water Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of College Station to be affixed this April 27, 2023.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

April 27, 2023
Item No. 7.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- April 13, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM041323 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
APRIL 13, 2023

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on April 13, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.089-Security the College Station City Council convened into Executive Session at 4:01 p.m. on April 13, 2023, to continue discussing matters pertaining to:

2.1. 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. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- LaLa Vida, LLC v. City of College Station, Cause No. 23-000374-CV-272, in the 272nd District Court, Brazos County, Texas.
- Legal advice regarding violations of zoning ordinances by allowing more than four unrelated individuals to reside in a single-family dwelling unit.
- Legal advice regarding the process to acquire property needed for the west side Highway 47 electric substation.

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

- Approximately 12 acres of land generally located southeast of the intersection of Gateway Boulevard and the State Highway 6 Frontage Road in the Business Center at College Station.

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

- City Attorney
- City Manager
- Municipal Court Judge
- Council Self-Evaluation

2.4 Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Computer network vulnerability and security assessment.

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

Executive Session recessed at 6:06 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation and recognition of the 100th Anniversary of the First Baptist Church of College Station.

Mayor Nichols presented a proclamation to Pastor Troy Allen, Marty Galow, and A.C. Vinzant recognizing the 100th Anniversary of the First Baptist Church of College Station.

6. Hear Visitors Comments.

Cindy Conte, College Station, came before Council to thank them for the proclamation on Parkinson's Disease Awareness and provided information on an event to be held on April 15th.

Joshua Van Dyke, College Station, came before Council to discuss and provide information on forensic cannabinoid testing. He believes that smell alone can no longer be considered probable cause violates Fourth Amendment rights and leads to arbitrary enforcement of the law. He also state that

many of the tests used are unreliable and are prone to false positives. Mr. Van Dyke graduated from Texas A&M class of 2021 with a degree in molecular biology and currently studying Molecular and Environmental Plant Sciences for his PhD in addition to currently working at Texas A&M's industrial Hemp breeding lab, and for legal purposes, he stated that his views do not necessarily represent those of Texas A&M.

Patrick Englehart, College Station, came before Council to speak on legalizing cannabis sighting enforcement which he believes is uneven across race and is not cost effective.

James Mulvey, Bryan, came before Council to speak against the Burton Creek crossing alternative for the proposed sewer line. He believes that a creek-crossing route will increase flood risks and put homes and lives at risk.

John Colvin, Bryan, came before Council to state that he has lived near Burton Creek for decades and is concerned with the sewer line proposal as it is likely to cause additional floor risk and not be cost effective.

Lauren Mulvey, Bryan, thanked the Council for serving and allowing the citizens to speak on their concerns. She poses the question of funding or flooding, what's the priority when running a sewer line through an area that may have major consequences.

Marlon Outing, Bryan, came before Council to explain the anxiety he feels every time it rains wondering if it's going to flood. Also, putting a sewer line in changes the levels in the ground with mowing and trying to take care of the property.

Monica Outing, Bryan, came before Council concerned about the increase in flood insurance with the possibility of a new sewer line, the risk in sewer line break, the change in the levels in the ground and the impact to her quality of life.

Karl Aberth, Bryan, came before Council to share his story with Burton Creek and year of flooding, brisk water flowing through the yard leaving debris and erosion.

Donald Plitt, Bryan, came before Council in support of the lift station and not the sewer line because of flooding issues and the loss of habitat that a sewer line will cause.

Vince Chihak, Bryan, came before Council in support of his neighbors on Vine St. and to support the lift station not the sewer line.

Grace Pedretti, Bryan, came before Council to speak about the family time spent with her 6 kids in the creek behind her home on Vine. She went on to state that a new sewer line may increase flooding, but it may also take a natural habitat and time from her family.

Dustin Pedretti, Bryan, gave a brief background on his life and what this neighborhood, home and creek mean to him. He asked Council to save this area and not build a sewer line through the creek.

Candice Kelm, Bryan, came before Council to express her opinion that impact fees should be raised from the owners of the developments to pay for a lift station. Her rationale is that it is they who will benefit and not the residents of her neighborhood.

Scott Hickle, Bryan, thanked the Council for allowing everyone to speak and hope that the Council is listening to Bryan citizens on their concerns and requested they build the lift station not the sewer line.

Dagmar Jones, Bryan, came before Council to ask if the flood plain will be extended as it currently ends right behind her business. She asked council to reconsider and go with the lift station.

7. 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.

Items 7.4, 7.8, and 7.9 were pulled from Consent for clarification.

(7.4) Jennifer Cain, Director of Capital Projects, explained that the construction has taken longer than expected and FNI has almost exhausted their construction budget. This change order #6 will extend their time to cover the remaining construction and post-construction timelines. Costs associated with this change order will be recouped from the contractor at the end of the project.

(7.8) Jennifer Cain, Director of Capital Projects, explained that upon reaching substantial completion of this project an accounting of final quantities was made by the project team. Final quantities of concrete and HMAC (asphalt) were increased due to necessary changes in installation methods upon discovery of multiple utility conflicts that were not apparent on existing record drawings of old infrastructure. Switching from waterline pipe bursting, after observing several issues, such as heaving of pavement and driveways, resulted in changes in installation technique to boring an open cut of new waterlines. This has resulted in the need to make more asphalt repairs, along existing roads and driveways, and concrete repair to existing driveways, curb and gutter sections, and sidewalks. This was done to avoid potential damage to private property and existing utilities, including telecommunications, natural gas, sanitary sewer line, storm sewer lines, and existing water lines needing to be kept in service until the new infrastructure could be placed in operation. Upon substantial completion of the project a final accounting of material installed was reconciled with remaining quantities and the provided adjustments within this change order are made to reconcile final quantities.

(7.9) Timothy Crabb, Director of Electric Utility, explained that the partial funds available in the Electric O&M budget for the award of proposal and subsequent annual contract awarded to USIC Locating Services, LLC. This item will require additional funding to be proposed to Council on an upcoming FY23 Budget Amendment item from the reserve fund.

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

- **March 23, 2023 Council Meeting**

7.2. Presentation, discussion, and possible action regarding Ordinance No. 2023-4426 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, no parking here to corner and no parking any time" removing parking on the west side of Wakewell Court.

7.3. Presentation, discussion, and possible action regarding an annual price agreement with KBS Electrical Distributors not to exceed \$360,950 and Techline, Inc. not to exceed \$2,013,350 for a total not to exceed amount of \$2,374,300 for distribution conductors.

7.4. Presentation, discussion, and possible action on Change Order 6 with Freese and Nichols, Inc., in the amount of \$249,123 for additional construction inspection and engineering services associated with the Lick Creek Wastewater Treatment Plant Capacity Expansion Project.

7.5. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

7.6. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

7.7. Presentation, discussion, and possible action regarding an annual price agreement with D.I.J. Construction, Inc. in the amount of \$350,000 for Traffic Pavement Striping and Marking Services.

7.8. Presentation, discussion, and possible action on change order 6 to a construction contract with Elliott Construction, LLC. in the amount of \$85,181 for construction services related to the Woodson Village Utility Rehabilitation Project.

7.9. Presentation, discussion, and possible action regarding the rejection of the sole bid received in RFP 23-043 and awarding an annual service agreement for utility locating services to USIC Locating Services, LLC for a not to exceed amount of \$300,000 from RFP 23-045.

7.10. Presentation, discussion, and possible action on an annual water meter purchase from Aqua Metric Sales Company through a Houston-Galveston Area Council (HGAC) contract for a not to exceed amount of \$193,915.68.

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

8. WORKSHOP ITEMS

8.1. Presentation by David White regarding College Station Parks Foundation.

David White, Parks Foundation, provided a brief overview of the Parks Foundation and its mission to support a diversity of facilities and leisure services which are geographically and demographically accessible to College Station citizens.

College Station Parks Foundation Mission

- Assist CS Parks Department (CSPRD) and City Council, neighborhoods and governmental agencies to improve CS parks system and recreational facilities.
- Develop parklands and recreational facilities in cooperation with the CSPRD and City Council.
- Acquire land and other assets to be improve parks and recreational facilities.
- Support the enhancements of recreational opportunities in CS parks system.
- Accept bequests and other donations to be used to further the mission of the Foundation.
- Research the park and recreational opportunities in the park systems of College Station.

8.2. Presentation, discussion, and possible action on an update on the City's residential occupancy ordinance compliance.

Bryan Woods, City Manager, provided a history to present of the City's residential occupancy ordinance compliance.

- 1939 – “No more than four unrelated” was created
- DEC 2020 – Related and Family Definition Clarified
- OCT 2022 – Created a new use known as Shared Housing
- Allows for more than four unrelated persons to occupy a single dwelling unit.
- Defines a Shared Housing use as different from Single Family
- OCT 2022 Created a new Middle Housing zoning district.
- Allows for a flexible mix of housing types between single-family homes and multiplexes and established development standards for each housing type.
- 2022 – “Proactive enforcement period”
- 2022 – Engagement with TAMU President’s Office

Enforcement:

- Family Definition Cases: 2015-(1) case, 2016-(7) cases, 2017-(29) cases, 2018-(13) cases, 2019-(11) cases, 2020-(14) cases, 2021-(13) cases, and 2022-(180) cases.
- Building Permits Issued: 2018-(45), 2019-(56), 2020-(34), 2021-(48), and 2022-(44)
- Since definition went into effect: 0 (1 was submitted & denied)

Next Steps

- Consider any ordinance changes as directed by Council
- City-Initiated Middle Housing Rezoning
- Continued work with TAMU
 - ✓ Education
 - ✓ “Gig ’em List”
 - ✓ Off-Campus Housing office
- Continued Enforcement

At approximately 8:28 p.m., Mayor Nichols opened for Citizen Comments.

Rich Woodward, College Station, speaking on behalf of several neighborhood association stated they are very pleased with the discussion that have been happening the City's residential occupancy ordinance compliance. Mr. Woodward explained that we need to keep moving forward on this and be forceful on this issue with a clear statement.

Nancy Plankey-Videla, College Station, came before Council with concerns about the effect of student housing in neighborhoods on her family and community. She believes that the city has a shortage of low-income housing, families that can’t live in the neighborhoods and we need to keep moving forward on with enforcement.

Katherine A Edwards, College Station, came before Council with concerns on message sent to the community with enforcement related to the no more than 4 unrelated ordinance. She stated that conflicting communication has been made and if Council would be clear and make the compliance and enforcement a priority then her concerns would be addressed.

Mark Stein, College Station, stated that all his questions and concerns were addressed during the Council's discussion.

Liana Vincent, College Station, came before Council with three questions: 1) will Council actively enforce in the fall; 2) will Council come up with detailed plan on how to do this; and 3) will council pass middle housing this summer with input from neighbors on parking (impervious surface limits & driveway limits, setbacks, front yard parking, City limitations on street parking or residential parking permits and architectural requirements.

Fred Dupriest, College Station, came before Council to provide Occupancy Enforcement Alliance Recommendations compiled from communications over the last 14 months:

1. Consider changing over-occupancy from a criminal to a civil offense.
2. Establish a prima facie definition of evidentiary requirements based on vehicle count.
3. Count vehicles before 7:30 am. Contract to 3rd party, if needed.
4. Create a process to use evidence submitted by the public.
5. Count vehicles parked on the property overnight as potential occupants.
6. Clarify "occupants" may be individuals not on the lease, including boyfriends and others.
7. Seek meaningful financial consequences for the owners of illegal operations.
8. File multiple days of violation when appropriate to achieve meaningful fines.
9. Require the signature of an occupancy disclosure-disclaimer statement with each lease.
10. Publish a clear layman's explanation of the law and how it is enforced.

Hugh Lindsay, College Station, came before Council to we have enough problems with no more than 4, we do not need more. He believes the real problem is there is little to no enforcement.

There being no further comments, Citizen Comments was closed at 8:53 p.m.

Council directed staff to bring back an item discussing criminal versus civil enforcement and the differences in enforcement and fines.

Mayor Nichols recessed the meeting at 9:15 p.m.

The Meeting reconvened at 9.25 p.m.

8.3. Presentation, discussion, and possible action regarding a process for reporting rental property maintenance violations and a draft Voluntary Proactive Rental Inspection program.

Jennifer Prochazka, Assistant City Manager, stated that at the June 11, 2022 meeting, City Council directed staff to implement a system to track complaints regarding property maintenance issues. An issue was added in See Click Fix to allow for reports of property maintenance violations in rental units. Staff developed an internal process to assess if tenants have contacted the property owner/property manager regarding the complaint prior to the City reviewing the issue. Staff responds by initiating an investigation to ensure a violation is present, will contact the property owner/manager and ensure the violation is corrected or enforcement action will be pursued. City Council requested that staff pursue the development of a rental inspection program. As a pilot program, staff developed a draft Voluntary Proactive Rental Inspection program. The presentation provided additional information regarding the proposed program, outreach completed, next steps needed for implementation and request feedback.

Mrs. Prochazka explained that the purpose of this program is to establish a voluntary proactive rental inspection program, list of pre-qualified inspectors, and list of rental properties that have been inspected to ensure rental properties are safe and healthy for renters, that they are regularly maintained, and to reduce the potential of blighting influences on neighborhoods. It is not the intent of this article to determine the rights and liabilities of persons under agreements to which the City is not a party. This article shall not be construed to alter the terms of any lease or other agreement between a landlord and a tenant or others relating to property that is the subject of this article, provided that no provision of any lease or other agreement shall be construed to excuse non-compliance with this article.

Jessica Williams, TAMU Student Government, gave the opinion that the goals of a rental inspection program should be two-fold: to find and correct unsafe housing in the short term, and to encourage investment in property management and reduction of blight in the long term. When evaluating the success of a pilot program, the city should keep both these objectives in mind. Success could be defined by the number of inspections conducted and number of violations found. In the longer term, overall reduction in property maintenance issues and money reinvested in the housing supply would be good metrics although those are unlikely to be seen with a pilot program.

Ms. Williams also stated although we are excited that the city is taking steps to protect the health and safety of its renters, we are concerned that the voluntary nature will make the program unsuccessful before it has even started. We are trying to change behaviors of the few landlords who do not maintain their property, and the voluntary program will likely not impact them. The nature of proactive rental inspection programs is to find and correct problems and encourage best practices so that housing is safe for all. For that to succeed, it must be for everybody.

At approximately 10:01 p.m., Mayor Nichols opened for Citizen Comments.

Rich Woodward, College Station, came before Council to express his opinion that voluntary inspections are not going to get the units that need the inspections. He believes the only way you can make the program work is if you inspect units on demand.

Tre Watson, College Station, came before Council to express that See Click Fit needs to be promoted on social media and feel that in this city the landlords take advantage of the less unfortunate.

Kyle Bryan, College Station, came before Council with his concerns on the Voluntary Proactive Rental Inspection program and does not feel that this will work with the leasing agencies and/or landlords. He believes that the city will have to devote the proper amount of resources to the problem if they want to have an impact.

There being no further comments, Citizen Comments was closed at 10:10 p.m.

Council directed staff to create a voluntary Proactive Rental Inspection pilot program as a first step toward a future mandatory inspection program.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on Resolution No. 04-13-23-9.1 directing publication of notice of intention to issue Certificates of Obligation, Series 2023; and providing an effective date.

Mary Ellen Leonard, Finance Director, presented a notice of intention to the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed \$30,100,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) streets and roads including related drainage, landscaping, signalization, lighting, pedestrian improvements and signage related thereto; (ii) information technology and communication equipment; (iii) improvements and extensions to the City's combined waterworks, sewer and electric systems including distribution, transmission, system lines, lift stations, pumps, storage tanks, metering, wells, plant improvements, and acquisition of interests in land for such purposes; and (iv) the payment of fiscal, engineering and legal fees incurred in connection therewith.

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 approve Resolution No. 04-13-23-9.1, directing publication of notice of intention to issue Certificates of Obligation, Series 2023; and providing an effective date. The motion carried.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4427 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 SC Suburban Commercial for approximately 7.5 acres of land located at 2774 and 2840 Barron Road, generally located north of the intersection of Barron Road and William D. Fitch Parkway.

Jeff Howell, Planning and Development, stated that this request is to rezone approximately 7.525 acres of land generally located north of the intersection of Barron Road and William D. Fitch Parkway from R Rural to SC Suburban Commercial. The tract (consisting of two un-platted properties developed as single-family detached and mobile home residential structures) was originally zoned R Rural upon annexation to the City in 1995. This zoning request is an effort to provide additional suburban commercial uses to the area. The applicant is requesting the zoning district change to allow for a proposed redevelopment of the property consisting of an office, bank, and retail uses which are not allowed on properties zoned R Rural.

Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

At approximately 10:55 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:55 p.m.

MOTION: Upon a motion made by Councilmember Yancy, and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4427, 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 SC Suburban Commercial for approximately 7.5 acres of land located at 2774 and 2840 Barron Road, generally located north of the intersection of Barron Road and William D. Fitch Parkway. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4428 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 D Duplex to MH Middle Housing for approximately 0.24 acres of land at 721 and 723 Dominik Drive, being Lot 14R1 and Lot 14R2 of the University Oaks Section Two subdivision, generally located southwest of the intersection of Dominik Drive and Stallings Drive.

Jeff Howell, Planning and Development, stated that this request is to rezone approximately 0.24 acres of land being two platted lots generally located at 721 and 723 Dominik Drive from D Duplex to MH Middle Housing. The subject properties were originally platted in 1970. They were further subdivided into two lots in 2012 and developed as a split-lot duplex with five bedrooms in each unit. The applicant intends to maintain the existing structure and rezone to allow for the existing split-lot duplex to function as a shared housing use. Shared housing is not an allowed use in the current D Duplex zoning district. If rezoned, the property would go through the site-planning process to ensure that it meets all of the requirements for a shared housing development.

The Planning and Zoning Commission heard this item at their March 16, 2023, meeting and voted 7-0 to recommend approval. Staff also recommends approval.

At approximately 11:00 p.m., Mayor Nichols opened the Public Hearing.

Charles Vesperman, College Station, came before Council with concerns with the process. He stated he is not against middle housing but is concerned about the domino effect that it may cause when homes are converted.

There being no further comments, the Public Hearing was closed at 11:03 p.m.

MOTION: Upon a motion made by Councilmember Wright, and a second by Councilmember Maloney, the City Council voted six (6) for and one (1) opposed, with Councilmember Harvell voting against, to adopt Ordinance No. 2023-4428, 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 D Duplex to MH Middle Housing for approximately 0.24 acres of land at 721 and 723 Dominik Drive, being Lot 14R1 and Lot 14R2 of the University Oaks Section Two subdivision, generally located southwest of the intersection of Dominik Drive and Stallings Drive. The motion carried.

9.4. Public Hearing, presentation, discussion, and possible action regarding the draft Community Development Block Grant - Regional Mitigation Program plan to receive \$500,000 from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

Josh Brooks, Community Services, stated that the City Council approved a resolution on October 13, 2022, to accept Community Development Block Grant Mitigation funds from the Texas General Land Office through the Brazos Valley Council of Governments Regional Mitigation Program. The state-approved Method of Distribution provides the City of College Station with \$500,000.00, while requiring that 100% of the funds benefit primarily low to-moderate income areas in College Station. The City of College Station is eligible for these funds due to the Federal/Presidential Declaration for Texas by County for the 2017 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." Community Services, Planning & Development Services, Public Works, Capital Projects, Emergency Management, Finance, and the City Manager's Office

reviewed the list of eligible activities and determined a list of projects previously identified as necessary for mitigation but remained unfunded.

- Total: \$500,000
- Final Proposed Projects:
 - Generator for Lincoln Center: \$145,500
 - Flood Warning System: \$354,500
 - Proposed Projects GLO determined to be ineligible:
 - Lot Acquisition – 137 Southland: \$75,500
 - Cooling College Station Tree Planting: \$188,550

The City utilized a consultant contract with Blais and Associates for Professional Grant Writing and Consulting Services for the development of the draft CDBG-MIT plan. The cost was \$17,550 and the consultant utilized existing plans and documents to develop the draft CDBG-MIT plan, along with preparing all required documents and publications.

At approximately 11:26 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:26 p.m.

MOTION: Upon a motion made by Councilmember Wright, and a second by Councilmember Maloney, the City Council voted four (4) for and three (3) opposed, with Councilmember Harvell, Cunha, and Yancy voting against, to approve the draft Community Development Block Grant - Regional Mitigation Program plan to receive \$500,000 from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution. The motion carried.

9.5. Presentation, discussion, and possible action regarding a professional services and construction phase services contract with Mitchell & Morgan in the amount of \$185,194 for the 2022 Bond: Pickleball and Futsal Courts Project at Anderson Park and Resolution No. 04-13-23-9.5 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Jennifer Cain, Capital Projects, stated that this project was approved by the voters in November 2022 as part of the 2022 Bond Program. The project, located in Anderson Park, will install outdoor courts for pickleball, futsal, and other sports with full LED lighting, lines, surfacing, and may also include additional parking. The City of College Station issued a Request for Qualifications (RFQ) and received 5 Statements of Qualifications (SOQ) that were submitted. Mrs. Cain explained after the review and evaluation process, Mitchell & Morgan were selected as the most qualified firm for the project. The budget in the amount of \$1,700,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$1,166 has been expended or committed to date, leaving a balance of \$1,698,834 for this design contract and future costs. Funding for this project was approved by the City of College Station's November 2022 General Obligation Bond Election.

MOTION: Upon a motion made by Councilmember Harvell, and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approve a professional services and construction phase services contract with Mitchell & Morgan in the amount of \$185,194 for the 2022 Bond: Pickleball and Futsal Courts Project at Anderson Park and Resolution No. 04-13-23-9.5 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. The motion carried unanimously.

9.6. Presentation, discussion, and possible action on Resolution No. 04-13-23-9.6 of the City Council of the City of College Station, Texas, determining that a public utility easement containing approximately 0.714 acres of land is needed and needs to be acquired from 47 Oaks, LLC, for the construction, operation, and maintenance of a public utility easement as a part of the College Station Northwest Electric Substation Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Jennifer Cain, Capital Projects, stated that College Station is planning to develop an electric substation on Raymond Stotzer Parkway (FM 60) west of Easterwood Airport to serve the northwest sector of the city. The project was presented to City Council in October 2016 and staff was directed to proceed. A tract for development of the substation was acquired in 2018 and a 40' wide easement is now needed to extend across the 47 Oaks tract to Riverside Parkway (SH 47). The 47 Oaks property is 50.15 acres located at the corner of Raymond Stotzer Parkway and Riverside Parkway. Staff met with the landowners in January 2017 to discuss the project and have been in contact since that time. Negotiations with the owners have failed, and acquisition by eminent domain is needed to acquire the easement. The final offer for the easement was \$40,269, which was based on an appraisal report completed by JLL Valuation and Advisory Services. The City and landowners have not been able to settle upon the cash fair market value and damages, if any. Funds for this acquisition have been budgeted for and are available in the College Station Utilities Electric Department Capital Improvement Project Budget.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 04-13-23-9.6, determining that a public utility easement containing approximately 0.714 acres of land is needed and needs to be acquired from 47 Oaks, LLC, for the construction, operation, and maintenance of a public utility easement as a part of the College Station Northwest Electric Substation Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

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

Councilmember Wright recognized the Fun for All Dance Event.

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

Nothing to report at this time.

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 Harvell requested a report back on adding a bike lane to Dominic.

Councilmember Wright requested a report back on no parking signs on certain roads.

In accordance with the Texas Government Code §551.089-Security, the College Station City Council reconvened into Executive Session at 11:56 p.m. on April 13, 2023, to continue discussing matters pertaining to:

- 2.4. Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:
- Computer network vulnerability and security assessment.

Executive Session recessed at 1:25 a.m. No vote or action was taken in Executive Session.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 1:26 a.m. on Friday, April 14, 2023.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

April 27, 2023
Item No. 7.2.
Continuity of Operations Plan Contract

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract with Innovative Emergency Management, Inc. (IEM) for a Continuity of Operation Plan (COOP) not to exceed \$107,844.81.

Relationship to Strategic Goals:

1. Core Services & Infrastructure – The city will plan for, maintain, and invest in the infrastructure, facilities, services, personnel, and equipment for projected needs and opportunities.
2. Diverse & Growing Economy - The city will plan and invest in infrastructure, facilities, services, personnel, and equipment for projected needs and opportunities.

Recommendation(s): Staff recommends approving contract 23300420 with Innovative Emergency Management, Inc. (IEM) for Continuity of Operations Plan in the not-to-exceed amount of \$107,844.81.

Summary: On January 27, 2023, in response to RFP 23-020, (eight) 8 competitive sealed proposals were received for a continuity of operations plan. The evaluation committee reviewed and ranked each responsive proposal in accordance with the weighted evaluation criteria identified within the RFP, of which Innovative Emergency Management, Inc. (IEM) was the top ranked firm overall.

When a natural or human-caused disaster strikes, city services are extremely vulnerable to disruptions at the very time when they are needed most. Having viable Continuity of Operations (COOP) plans that allow the City of College Station to operate under the most adverse conditions is critical, not only to continuing essential services, but also to maintaining public confidence. Intelligent and thorough planning—specifically, tailored COOP plans can help to ensure the city's ability to rebound quickly and effectively after a disruption event.

This service is for contracted project implementation, training, labor, and materials for activities associated with the creation of a tailored COOP program designed to help ensure the city's ability to rebound quickly and effectively after a disruption event.

This contract is for a one-time purchase for services with two options for additional training for an additional fee if desired.

Budget & Financial Summary: Funds for the continuity of operations plan are budgeted and available in the Emergency Management budget.

Attachments:

1. Final_Ranking Sheet RFP 23-020
2. 23300438 Innovative Emergency Management Inc. (IEM)

FINAL EVALUATION
RFP #23-020
CONTINUITY OF OPERATIONS PLAN (COOP)

EVALUATION CRITERIA	MAXIMUM SCORE	AARC Consultants, LLC (Houston, TX)	B. Riley Advisory Services (GlassRatner Advisory & Capital Group LLC) (Atlanta, GA)	Centurion Solutions LLC (College Station, TX)	Hagerty Consulting, Inc. (Evanston, IL)	Innovative Emergency Management INC (Morrisville, NC)	Integrated Solution Consulting (Edwardsville, IL)	Jogan Health (Englewood, CO)	The Olson Group, Ltd. (Alexandria, VA)
Qualifications & Experience (Tab A)	15	13	13	12	13	15	14	5	11
Rates & Expenses (Tab B)	25	1	13	17	18	21	15	5	17
Project Time-Line (Tab C)	10	6	8	7	4	8	7	1	6
Project Design and Methodology (Tab C)	45	34	33	32	34	40	28	15	31
References (Tab D)	5	4	4	4	3	4	4	3	4
TOTAL POINTS	100	58	71	72	72	88	68	29	69
OVERALL RANKING		6	3	2	2	1	5	7	4



CONTRACT#: 23300438 PROJECT#: N/A BID/RFP/RFQ#: 23-020

Name of Contractor: Innovative Emergency Management Inc.(IEM)

Page 26 of 454

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Innovative Emergency Management, Inc. (IEM)**, a Louisiana Corporation (the “Consultant”), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICES

1.01 This Contract is for Continuity of Operations Plan (COOP); as described in RFP 23-020 (the “Project”). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference. Consultant agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

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

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all services to be performed under this Contract may not, under any circumstances, exceed One Hundred Seven Thousand Eight Hundred Forty-Four and 81 / 100 Dollars (\$ \$107,844.81).

ARTICLE III CHANGE ORDERS

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

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

- (b) When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

- ☒ **4.01** Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.

One year from notice to proceed.

- OR -

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

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the work to be performed. The work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V
INDEPENDENT CONSULTANT

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

ARTICLE VI
AUTHORIZATION

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

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

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

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or subconsultants.

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

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

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

7.05 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7.06 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article VII of the Contract.

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 INDEMNITY

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a subconsultant, subconsultant, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, subconsultants, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE**

AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts named in section 8.01 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
- (c) It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
- (d) It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

**ARTICLE IX
INSURANCE**

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the

Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

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

9.02 Types. Consultant shall have the following types of insurance:

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

9.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained 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, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

9.04 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 will be accepted.
- (b) Deductibles shall be named on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

9.05 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 Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of

individual exclusions being attached for review and acceptance.

- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's 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.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting

period on this policy will not be sufficient to comply with the obligations hereunder.

- (d) Retroactive date must be shown on certificate.

ARTICLE X TERMINATION

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

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

ARTICLE XI MISCELLANEOUS TERMS

11.01 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.

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

CITY:

City of College Station
Attn: Tradd Mills
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

Innovative Emergency Management Inc. (IEM)
Attn: Keith Reynolds
2801 Slater Rd, Suite 200
Morrisville, NC 27560

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

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

11.05 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

11.06 This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

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

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

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

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

11.11 This Contract goes into effect when duly approved by all parties hereto..

11.12 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

11.13 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, Consultant 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, Consultant 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 Consultant 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

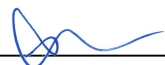
**INNOVATIVE EMERGENCY
MANAGEMENT INC. (IEM)**

By: 
Printed Name: Keith Reynolds
Title: Manager, Contract Administration
Date: 4/3/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 4/3/2023

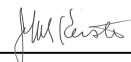

Assistant City Manager/CFO
Date: 4/3/2023

Exhibit A
Scope of Services

Contract is for a Continuity of Operations Plan (COOP); as described in RFP 23-020.

Exhibit B
Payment Terms

SELECT ONE:

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (_____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

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

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Continuity of Operations Plan (COOP) Fee Schedule:

Not to Exceed \$107,844.81

IEM is pleased to provide the City with the fee schedule below:

B.1 FEE SCHEDULE

City of College Station, Texas
RFP #23-020 - Continuity of Operations Plan (COOP)

Position	Hourly Rate	Task 1 Project Implementation - Kickoff Meeting	Task 2 Review Existing COOP Plans and Conduct BIA	Task 3 Capability Assessment and COOP Plan Development	Task 4 Citywide COOP Plan	Task 5 Develop & Conduct COOP Training Workshop	Task 6 Develop & Conduct TTX & COOP Maturation Matrix	Total Hours	Total Cost
Program Manager	\$154.00	45	0	0	0	0	0	45	\$ 6,930.00
Project Manager	\$139.00	16	60	160	60	32	75	403	\$ 56,017.00
COOP Practitioner	\$107.00	0	16	120	0	0	30	166	\$ 17,762.00
COOP Planners	\$ 96.00	0	24	54	4	4	24	110	\$ 10,560.00
Exercise Planners	\$113.00	0	0	0	0	0	56	56	\$ 6,328.00
Technical Editor	\$ 77.00	0	6	24	8	8	24	70	\$ 5,390.00
Graphic Designer/Artist	\$ 75.00	0	0	4	0	0	12	16	\$ 1,200.00
Labor Hours		61	106	362	72	44	221	866	
Labor Cost		\$ 9,154.00	\$ 12,818.00	\$ 42,412.00	\$ 9,340.00	\$ 5,448.00	\$ 25,015.00		\$104,187.00
ODC Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00		\$ 500.00
Travel Cost		\$ 998.27	\$ -	\$ -	\$ -	\$ -	\$ 2,159.54		\$ 3,157.81
Total Estimated Cost		\$ 10,152.27	\$ 12,818.00	\$ 42,412.00	\$ 9,340.00	\$ 5,448.00	\$ 27,674.54	866	\$107,844.81

Position	Hourly Rate	Task 7 Optional - Develop and Conduct Annual Training	Task 8 Optional - Develop and Conduct Annual TTX	Total Hours	Total Cost
Project Manager	\$139.00	32	32	64	\$ 8,896.00
COOP Planners	\$ 96.00	0	16	16	\$ 1,536.00
Exercise Planners	\$113.00	0	56	56	\$ 6,328.00
Technical Editor	\$ 77.00	12	24	36	\$ 2,772.00
Graphic Designer/Artist	\$ 75.00	0	4	4	\$ 300.00
Labor Hours		44	132	176	
Labor Cost		\$ 5,372.00	\$ 14,460.00		\$ 19,832.00
Travel Cost		\$ -	\$ 2,159.54		\$ 2,159.54
Total Estimated Cost		\$ 5,372.00	\$ 16,619.54	176	\$ 21,991.54

B.1.1 SEPARATE/ OPTIONAL TRAVEL ITEMIZATION

OPTION FOR ANNUAL TRAINING

IEM is pleased to offer an additional annual COOP training option to the City that will closely mirror the COOP training offered in Task 5 at a cost of \$5,372.00 with an optional annual tabletop exercise cost of \$16,619.54.

Exhibit C
Certificates of Insurance



INNOEME-01

LSULLIVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2023

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 Alera Group 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: Sabrina Cox	
	PHONE (A/C, No, Ext): (919) 719-5644 FAX (A/C, No):	
	E-MAIL ADDRESS: sabrinac@trisure.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Innovative Emergency Management, Inc 2801 Slater Rd, Ste 200 Morrisville, NC 27560	INSURER A : Charter Oak Fire Insurance Company (The)	25615
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : Travelers Casualty and Surety Company of America	31194
	INSURER D : Landmark American Insurance	33138
	INSURER E : Underwriters at Lloyd's, London	15642
	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	630 3R329314	10/1/2022	10/1/2023	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 EMPLOYEE BENEFIT \$ 3,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	BA 3R329191	10/1/2022	10/1/2023	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			CUP 3R389058	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	UB 3R328606	10/1/2022	10/1/2023	☒ 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
D	Prof E&O w Cyber			LCY798987	10/1/2022	10/1/2023	Limit 5,000,000
E	Excess E&O			MPX3020622	10/1/2022	10/1/2023	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station is an additional insured with respects to the General Liability and Auto Liability on a primary and non-contributory basis and an additional insured if required by written contract. A Waiver of Subrogation applies in favor of City of College Station with respects to the General Liability, Auto Liability, and Workers Compensation if required by written contract. A 30 day notice of cancellation also applies.

Retroactive date on the Professional Liability policy is 7/31/2003.

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 <i>Kimberly S. Sullivan</i>



ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-3R328606-22-I3-G

NJ TAX IDENTIFICATION NO.: 721045884000

RENEWAL OF (UB-3R328606-21-I3-G)

INSURER: TRAVELERS CASUALTY AND SURETY COMPANY
A Stock Company

NCCI CO CODE: 11223

1.

INSURED:

INNOVATIVE EMERGENCY
MANAGEMENT INC,
2801 SLATER RD
STE 200
MORRISVILLE, NC 27560-8477

PRODUCER:

ALERA GROUP INC
4325 LAKE BOONE TRL STE 200
RALEIGH, NC 27607

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 10-01-22 to 10-01-23 12:01 A.M. at the insured's mailing address.

3. **A. WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

AK AL AR AZ CA CO CT DC DE FL GA IA ID IL IN KS KY LA MA MD ME MI
MN MO MS NC NE NJ NM NV NY OK OR PA RI SC TN TX UT VA VT WI WV

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:

HI MT NH SD

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 10-06-22 LG

OFFICE: CHANTILLY 21B

PRODUCER: ALERA GROUP INC HE682

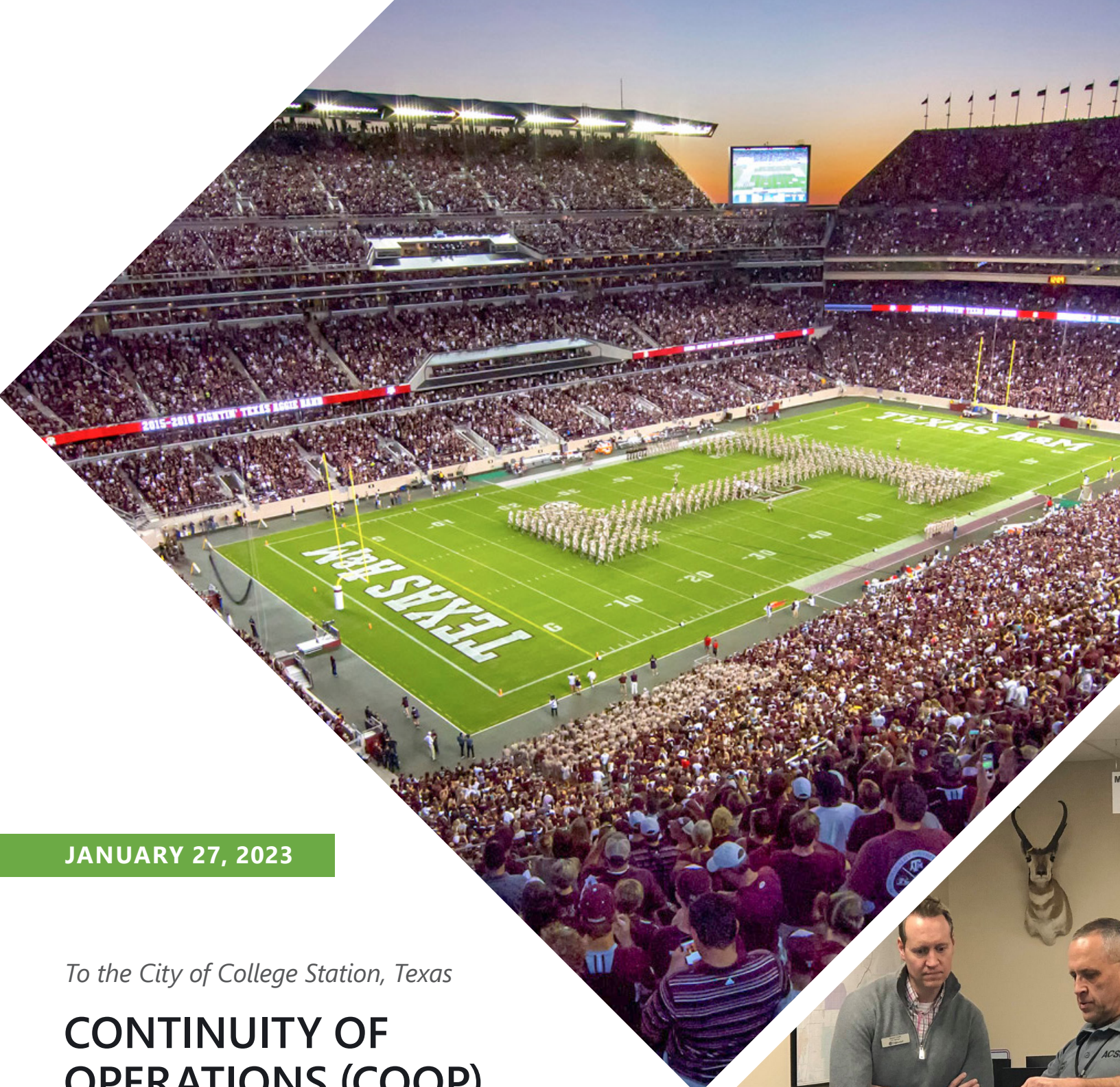
**REQUEST FOR PROPOSALS
FOR
CONTINUITY OF OPERATIONS PLAN (COOP)**



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

**RFP #23-020
DUE DATE: JANUARY 27, 2023
@ 2:00 P.M. C.S.T.**

**CITY OF COLLEGE STATION, TEXAS
PO Box 9960
1101 Texas Ave.
College Station, Texas 77840
www.cstx.gov**



JANUARY 27, 2023

To the City of College Station, Texas

CONTINUITY OF OPERATIONS (COOP) PLAN



CONTINUITY OF OPERATIONS (COOP) PLAN

A Proposal for the City of College Station

RFP #23-020

JANUARY 27, 2023

Submitted by:



P.O. Box 110265

Research Triangle Park, NC 27709

(919) 990-8191 or (800) 977-8191

www.iem.com

Table of Contents

TAB A	QUALIFICATIONS AND EXPERIENCE.....	1
A.1	Executive Summary-Qualifications & Expereince	1
A.2	IEM Team Experience In Texas.....	4
A.3	IEM's COOP Qualifications	5
A.4	Organization, Staffing and Resumes	9
A.4.1	Project Team Summaries	10
A.4.2	Similar IEM Experience/ Past Performance	33
A.4.3	Certifications	35
TAB B	RATES AND EXPENSES	36
B.1	Fee Schedule.....	37
B.1.1	Separate/ optional Travel Itemization	37
TAB C	PROJECT METHODOLOGY	38
C.1	Understanding of Scope of Work	39
C.2	Technical Approach.....	40
C.2.2	Timeline.....	49
TAB D	REFERENCES	51
D.1	References	52
TAB E	CERTIFICATION.....	53

This page intentionally left blank.

TAB A

QUALIFICATIONS AND EXPERIENCE



TAB A QUALIFICATIONS AND EXPERIENCE

A.1 EXECUTIVE SUMMARY-QUALIFICATIONS & EXPERIENCE

	YEAR FOUNDED	1985
	FORM OF ORGANIZATION	CORPORATION (HEADQUARTERED IN NORTH CAROLINA'S RESEARCH TRIANGLE PARK)
	NUMBER OF EMPLOYEES	1,301 (AS OF 1/22/2023)

For more than 37 years, Innovative Emergency Management, Inc. (IEM) has provided emergency management services to support local, regional, state, federal, and international agencies and is the largest woman-and minority-owned emergency management company in the country. IEM's mission has always been to build a safe, secure, and resilient world. IEM accomplishes that goal by working closely with clients to understand their needs; developing **innovative approaches to leverage best practices and emerging trends in emergency management**; and seeking input from nationally recognized SMEs.

Proven experience designing, developing, and implementing Continuity of Operations Plans and Continuity Programs for jurisdictions of similar size and complexity.

Our COOP team provides the City of College Station, Texas with three essential support elements:

- Seasoned professional planners,
- Expansive COOP expertise, and
- Extensive testing, training, and exercise expertise.

Founded by current president and CEO Madhu Beriwal in 1985, IEM is the largest woman-owned corporation of its kind. IEM maintains 11 full-service offices (including its headquarters) providing coast-to-coast services. We have provided services to 400+ clients (at national, state, and local agency levels) in 15 countries and 54 US states and territories, with 74% repeat business. IEM is fiscally solvent, viable, and has continually operated without interruption for its 37-year history, with continued growth and expansion of services.

Thanks to refined project management procedures and our demonstrated commitment to customer service, IEM has a long track record of completing projects **on time, within budget, and to great client satisfaction**. In the sections that follow in **Table 1**, we lay out the advantages and benefits of working with IEM.

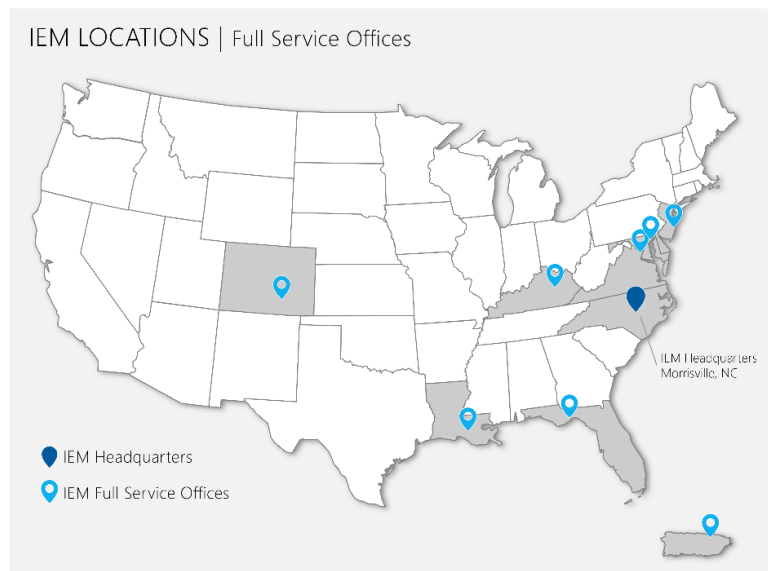


Table 1: IEM Advantages and Benefits

Why IEM?	
Extensive COOP Planning and Development Experience	A focus of IEM's work from 2004-2015 was the development of COOP Technical Assistance (TA) under our contract with FEMA and its implementation with states, agencies, and jurisdictions across the U.S. As the sole preparedness TA contractor for FEMA from 2004-2015, IEM developed and supported a nationwide program for COOP planning that assisted states and local jurisdictions through the entire design, planning, and implementation process. Representative customers include the States of Texas, Florida, Alabama, Arkansas, California, and Hawaii; the Territories of Guam and the U.S. Virgin Islands; numerous counties and parishes in Georgia, Louisiana, Washington, New Jersey, and Michigan; Buffalo, New York; and Louisville, Kentucky. IEM has also developed COOP plans for customers across the country, including Kern County, California, the City of Sandy Springs, Georgia, Hamilton County, Indiana, Santa Cruz County, California, Orange County Transportation Authority (OCTA), California, Los Angeles Metro, Chicago Metra, Sarasota County, Florida, the City of Clearwater, Florida, Prince William County, Virginia and FEMA National Preparedness Directorate headquarters. While we helped develop the COOP template used by FEMA, we do not use a one-size-fits-all approach. We use this template to guide our process, but we also ensure that each COOP plan is relevant to the department for which it is written.
The IEM Advantage:	◆ Our hands-on approach to COOP planning means we don't give our clients templates to fill out. We conduct one-on-one meetings with our clients to gather the correct information the first time, saving our clients time and money. Our process puts the heavy lift on us because we realize that City departments are not in the COOP planning business, they are in the business of serving city stakeholders.
In-House Personnel	At IEM, we have in-house COOP expertise . COOP, emergency management, and homeland security are our primary focus, while for many of our competitors, they are just one of many business areas. The City of College Station stakeholders will be working directly with the proposed IEM COOP team—not a third-party vendor . Our COOP team has been working together on business continuity initiatives for over 18 years.
The IEM Advantage	◆ The City of College Station will be working directly with the personnel outlined in this proposal . Our proposed team has worked together on numerous COOP projects, as some of our team members have been with IEM for over 23 years. This continuity of team members will provide for efficient and cost-effective project delivery for the City of College Station.
Testing, Training, and Exercise (TTE) Experience	IEM has designed and conducted hundreds of exercises and training programs for FEMA, the National Emergency Management Association, states, counties, cities, and the District of Columbia, with participants ranging from emergency responders to top-level executives. IEM has supported COOP exercises with Kern County, LA Metra, LA Metro, Sarasota County, the City of Clearwater, the Golden Gate Bridge Highway and Transportation Division, and the New Jersey's Governor's Office, to name a few. Our exercise planners, one of whom is a Master Exercise Practitioners , understand how to design a scenario that creates enough stress on the system to determine whether the plans will work under operational circumstances.
The IEM Advantage	◆ Our planners have extensive training and exercise experience. They will be able to begin designing and developing the TTX as the COOP data gathering and validation milestones are being completed. This will create efficiencies and cost savings for the city.

In addition to COOP experience, **IEM has led emergency response planning and preparedness projects throughout the United States.** The company's experience spans all 50 states, four U.S. territories, every FEMA Regional Office, and FEMA Headquarters. As highlighted in **Figure 1**, IEM has completed hundreds of preparedness, response, recovery, and mitigation planning efforts throughout the United States. With more than 1,300 employees, **IEM is a full-service emergency management firm fully capable of supporting the City of College Station in their COOP planning initiative.**

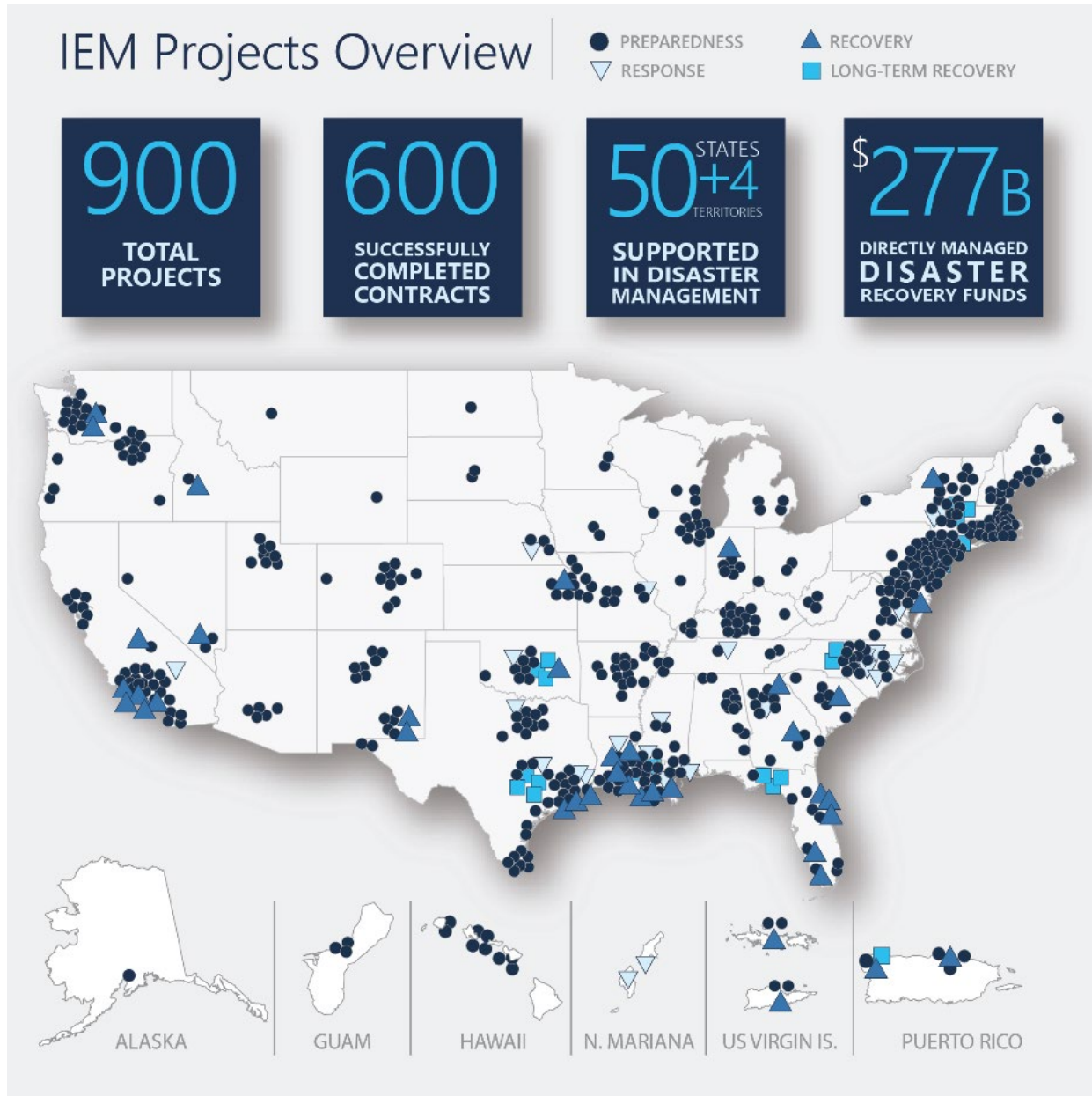
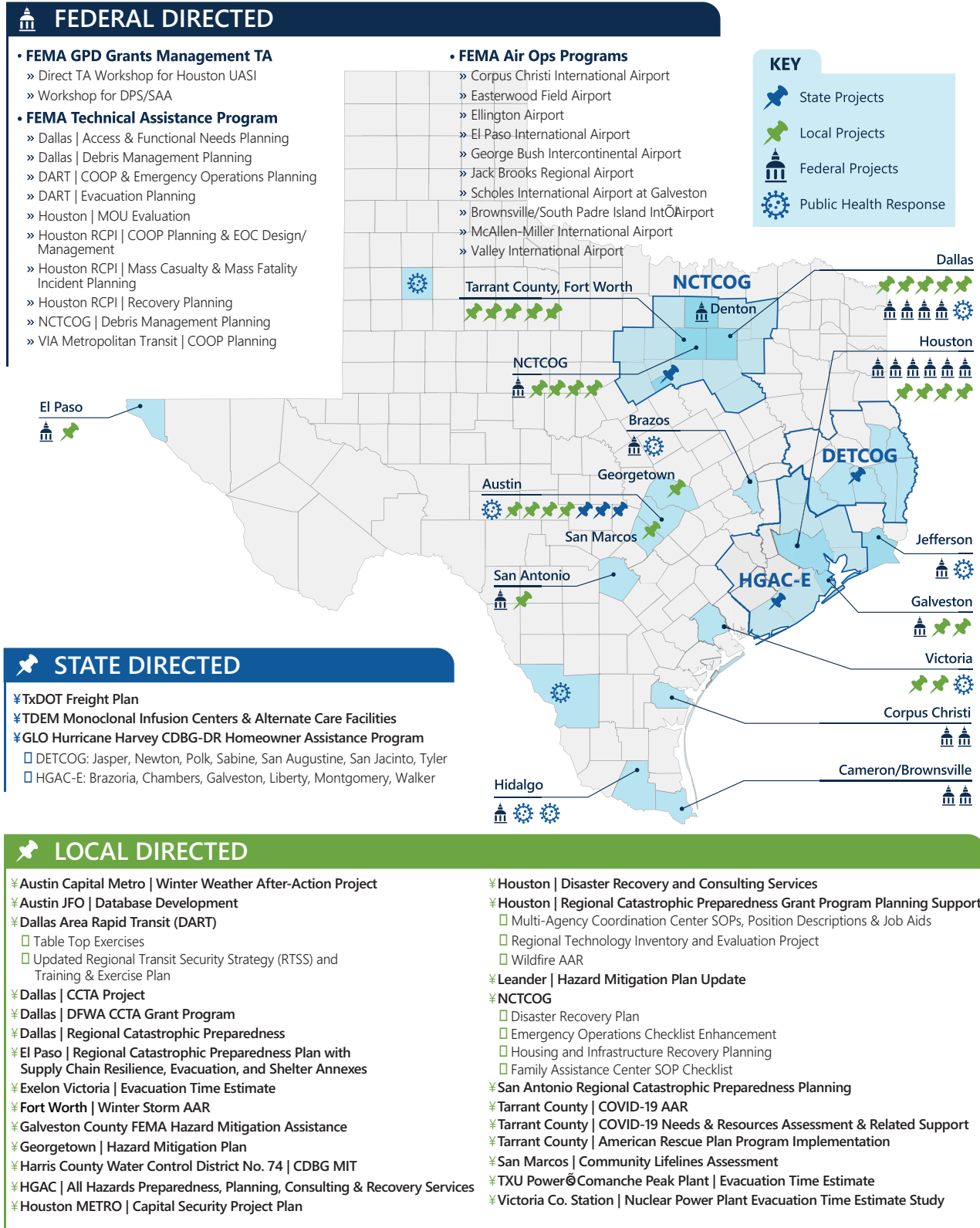


Figure 1 : IEM's Project Experience

A.2 IEM TEAM EXPERIENCE IN TEXAS

IEM has extensive experience working with Texas stakeholders as shown below. IEM conducted COOP workshops under FEMA's Technical Assistance (TA) Program for San Antonio's VIA Metropolitan Transit, the City of Houston, and Dallas Area Rapid Transit. The following map highlights IEM's experience in Texas.

IEM Projects in Texas



A.3 IEM'S Continuity of Operations (COOP) QUALIFICATIONS

IEM has a strong COOP background, having developed **more than 450 COOP/COG plans for federal, state, and regional agencies, U.S. territories, counties, major U.S. cities, and quasi-governmental organizations.** These projects include everything from providing over **250 COOP workshops for states and local jurisdictions** through FEMA's Technical Assistance program to developing complete COOP plans for Sarasota County, Florida, Kern County, California, Hamilton County, Indiana, Santa Cruz County, California, the City of Sandy Springs, Georgia, Amtrak stations throughout the United States, Los Angeles Metropolitan Transportation Authority (LA Metro), Orange County Transportation Authority (OCTA), Brunswick County, North Carolina and Chicago Metra. Recently, IEM completed COOP projects with the City of Clearwater, Florida, and the Golden Gate Bridge Transportation Authority in California. IEM is currently working on COOP planning for Wake County, North Carolina and San Jose, California.

IN THE PAST 18 YEARS, IEM HAS EXPERTLY:

250+	CONDUCTED OVER 250 WORKSHOPS
450+	WRITTEN OVER 450 COOP PLANS
120+	CONDUCTED OVER 120 ASSESSMENTS & EXERCISES

Figure 2 on the following page shows the magnitude of IEM's COOP experience. This graphic does not just represent corporate qualifications – **members of the proposed IEM team personally conducted and were involved in each one of these deliveries.** Many COOP initiatives have been conducted following the COVID-19 pandemic, enabling IEM to develop plans and processes to integrate strategies and lessons learned related to continuity, including improved telework policies and utilization of new technologies such as remote meetings and enhanced networking.

The IEM Team, led by Benj Korson, Program Manager, and Jennifer Pensyl, Ph.D., MBCP, Project Manager, have extensive experience conducting **over 250 COOP workshops, writing over 450 COOP plans, and conducting over 120 COOP assessments.** Assisting Mr. Korson and Dr. Pensyl are planners Katie Canady, CBCP, Tiffany Coffman, Rory Connell, Brandi Hunter, and Dietz Miller. The Exercise Team includes a MEP – Michael Zaruba, as well as Mandy Gardner who is certified in HSEEP.

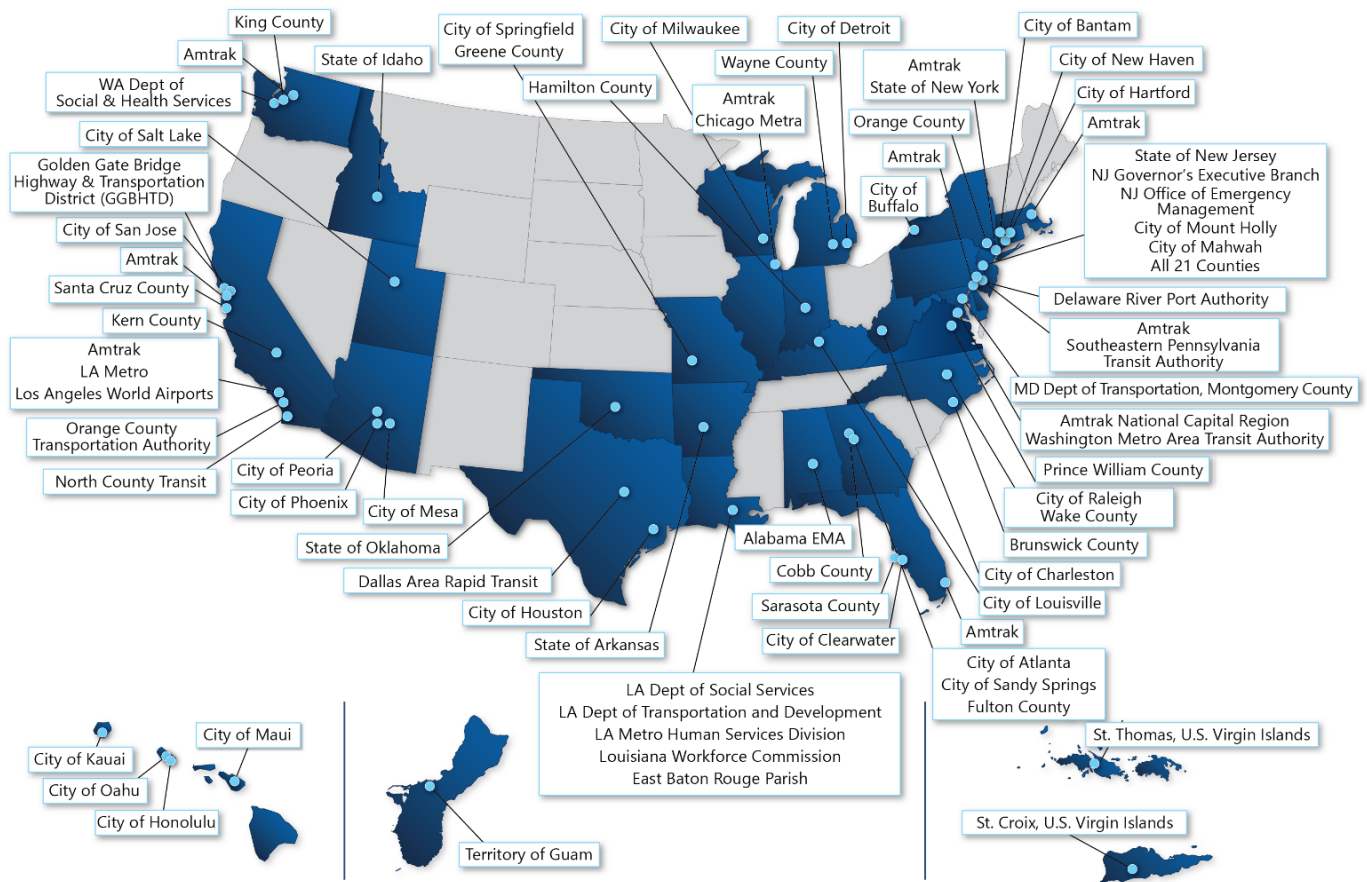


Figure 2: IEM's COOP Experience

CONTINUITY OF OPERATIONS PLANNING (COOP)

A key pillar of IEM's work from 2004-2015 was the development of COOP TA under our contract with FEMA and its implementation with states, agencies, and jurisdictions across the U.S. As the sole preparedness TA contractor for FEMA from 2004-2015, IEM developed and supported a nationwide program for COOP planning that assisted states and local jurisdictions through the entire design, planning, and implementation process [using the FEMA's Continuity Guidance Circular \(CGC\)](#). IEM's COOP SMEs understand and use CGC in every COOP plan we develop—and we have developed over 450 COOP plans for states, counties, cities, and municipalities.

IEM's COOP subject matter experts understand and regularly use the most up-to-date guidance, including:

1. CPG 101,
2. FEMA's Continuity Guidance Circular (CGC),
3. International Organization for Standardization (ISO) 22301,
4. National Fire Protection Act (NFPA) 1600 Standard on Continuity, Emergency, and Crisis Management,
5. Federal Financial Institutions Examination Council (FFIEC) Information Technology Examination Handbook (IT Handbook), and
6. Disaster Recovery Institute International (DRII) best practices.

Subject matter expertise in FEMA continuity guidance, including the Continuity Guidance Circular (CGC), dated February 2018.

Using these guidance documents to inform the plan development, **the City of College Station will have COOP plans that contain all the viable elements helping to ensure the continuation of Mission Essential Functions (MEFs).** IEM's familiarity with and use of these documents to develop the City's COOP plans can also serve as a positive discriminator when applying for federal grants to secure technologies and equipment to support resiliency strategies identified through the COOP process.

IEM also has extensive experience in conducting **Business Impact Analyses (BIAs)**. BIAs identify:

1. Hazards or threats that may affect cities/departments (Hazard/Threat Assessment).
2. Vulnerability of cities/departments to each hazard/threat (Vulnerability Assessment).
3. Capabilities a department/city has, needs to develop, or needs to procure in order to mitigate the effects of hazards/threats that are most likely to occur and that would cause the most severe impacts (Capability Assessment).

The IEM team conducts hundreds of **Business Process Analyses (BPAs)**. Every COOP plan we develop begins by conducting a BPA. BPAs help to identify how MEFs are performed—what supplies, equipment, applications, processes, dependencies, and personnel are needed. This provides a clear picture of how MEFs are performed on a "blue sky" day—Plan A. With this data, we can assist our clients in identifying redundancy strategies—Plan B. These redundancy strategies are what make MEFs resilient to the identified disruption events.

EXERCISE PLANNING

IEM has supported exercise program management, design and development, conduct, evaluation, and improvement planning at the federal, state, and local levels. With the initial publication of Homeland Security Exercise Evaluation Program (HSEEP) Volume I in 2002, IEM quickly adopted the requirements described in Volume I and the subsequent volumes over the years, to include the 2020 doctrine.

IEM has supported more than 650 exercises for our clients, and all these exercises have been fully aligned with HSEEP.

Exercises are a critical part of the preparedness cycle, and the success of any exercise depends on the consistent execution of the HSEEP planning phases. IEM's exercise philosophy (see **Figure 3** to the right) includes:

- Compliance with HSEEP guidance and enabling flexible approaches to exercise objectives.
- Customization to the organization and community needs, considering the top risks and hazards.
- Collaboration of exercise planners and participants to generate constructive learning and dialogue, while advancing opportunities for plan and program future improvements.
- Stakeholder-driven to ensure that stakeholders are involved early and often to achieve the intended exercise objectives and gain the ability to implement lessons learned from exercises.



Figure 3: IEM Exercise Philosophy

IEM continually designs, develops, conducts, and evaluates exercises of all types for clients throughout the country (see **Figure 4 on the following page**), and we know what it takes to plan practical exercises. All the exercises we

support, from tabletop to functional to full-scale, follow HSEEP guidelines and best practices and include processes to ensure exercise findings are used to drive continuous improvement. IEM seamlessly integrates planning development, validation, training, and exercises to create a comprehensive approach to emergency management.

IEM takes every opportunity not only to meet HSEEP standards but to exceed the base requirements and offer additional value to our customers. What makes our approach "HSEEP-plus" is that we go beyond the HSEEP standards to enhance exercises through:

- SMEs with real-world operational experience in the entire realm of emergency management disciplines that ground exercise scenarios in real-life experience and allows IEM to put ourselves in the players' shoes and design meaningful exercise play.
- Graphics specialists who enhance exercises by creating professional visual aids, including superimposed photos, videos, and recordings.
- Modeling and GIS specialists who analyze hypothetical scenarios and estimate potential impacts and consequences.
- Realistic, scientifically backed exercise scenarios and data to engage players and provide meaningful

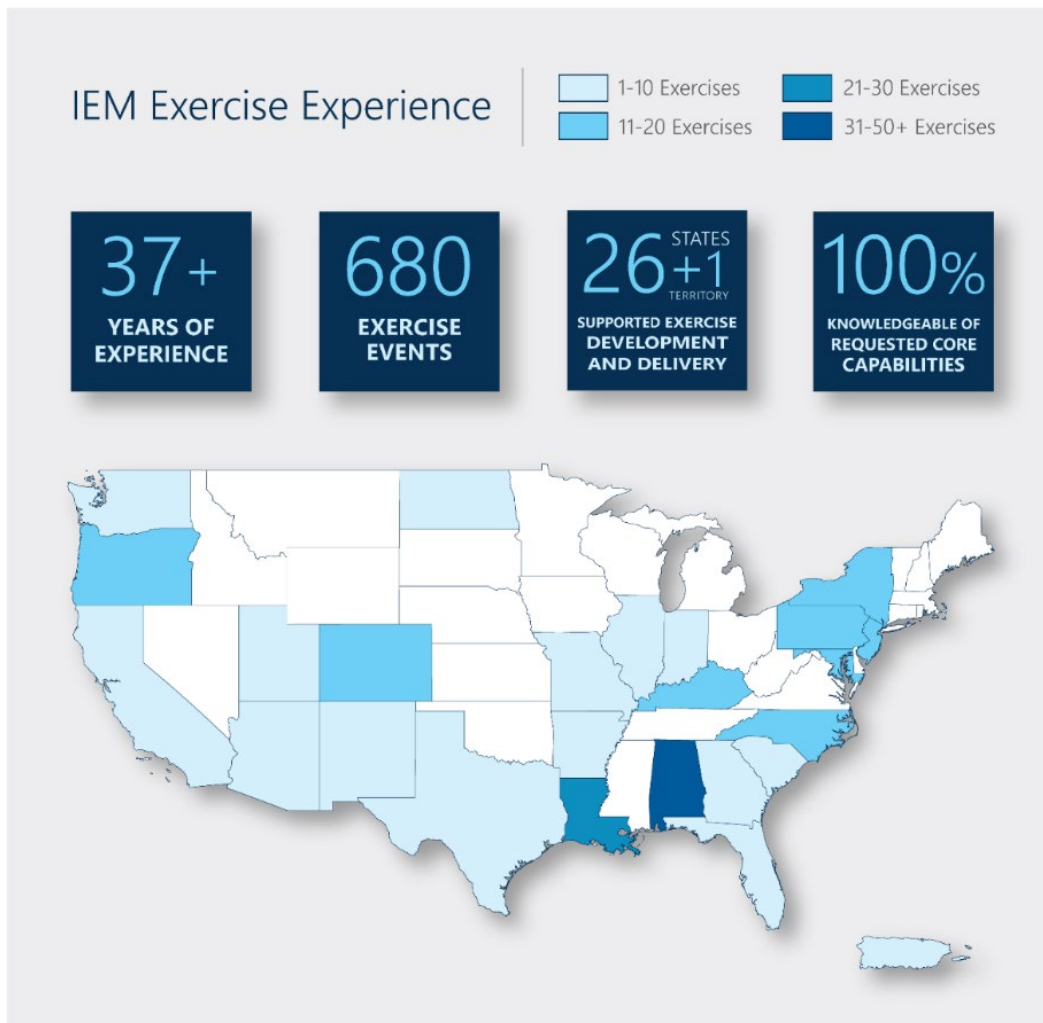


Figure 4: IEM's Exercise Experience by State

A.4 ORGANIZATION, STAFFING AND RESUMES

Supporting the COOP effort for the City of College Station TX requires a **comprehensive team with experience in relevant subject matter areas and project management**.

IEM has handpicked a team with COOP and exercise credentials. We will not have any subcontractors conducting work on this project. At IEM, **we have in-house COOP expertise**. IEM brings together a team of experienced professionals, project managers, COOP subject matter experts (SMEs) and planners, Master Exercise Practitioners (MEPs) and HSEEP certified exercise planners.

Leading this project are Program Manager, Benj Korson, who is Texas-based and Project Manager/COOP SME Jennifer Pensyl, Ph.D., MBCP. All other staff report directly to Dr. Pensyl, who in turn is responsible to Mr. Korson. **Figure 5** shows the organizational structure for this effort and resumes are provided below.

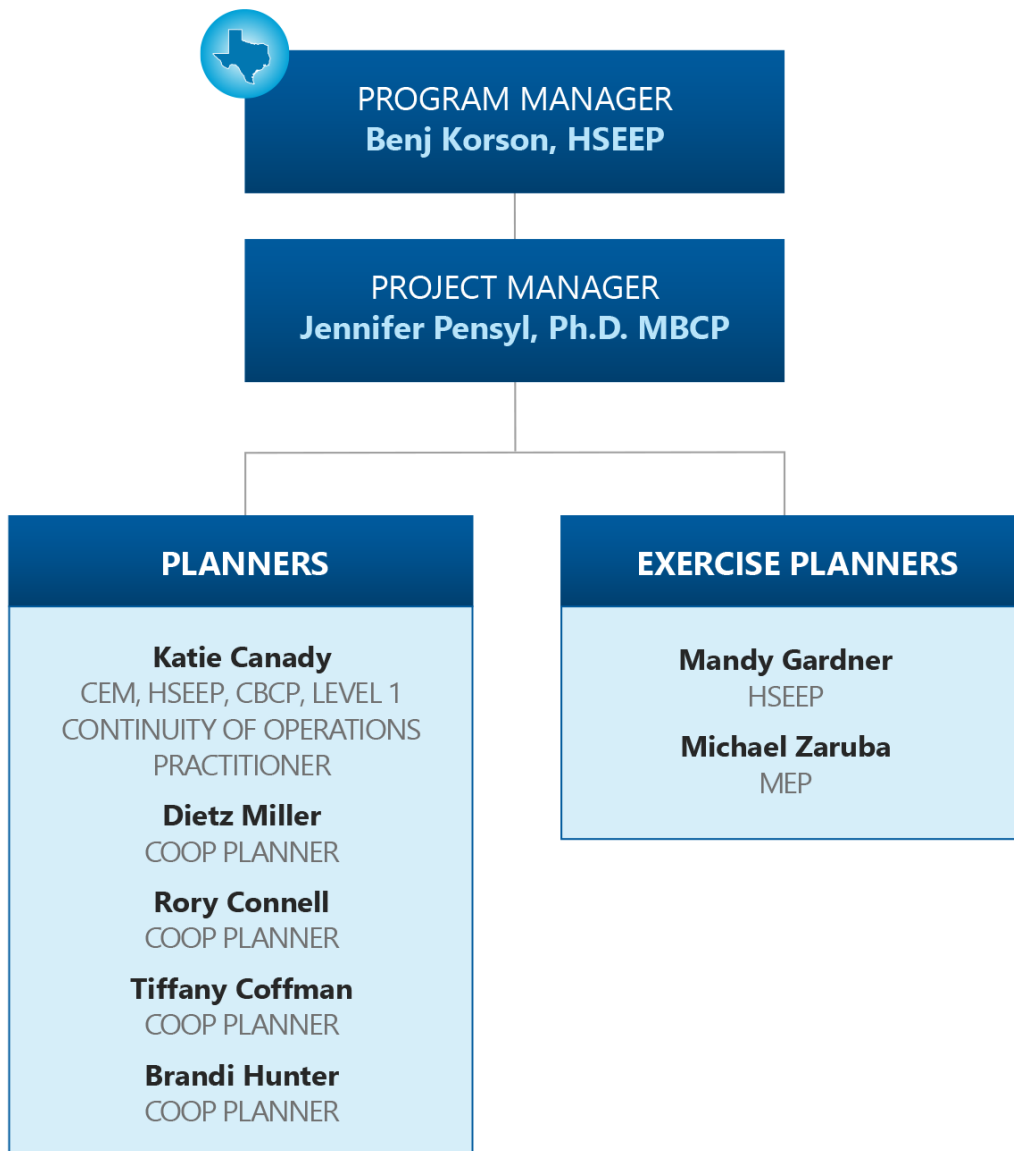


Figure 5: Organizational Chart

A.4.1 PROJECT TEAM SUMMARIES



Benj Korson
Program Manager

Mr. Korson holds over eight years of supervisory experience managing teams of over 50 personnel in support of senior-level individuals and high-profile clients with budgets exceeding \$12 million.

Benj Korson, Emergency Management Planner, is an experienced senior emergency management professional with more than 16 years of industry experience, including projects in preparedness, response, recovery, and mitigation mission areas; to address natural, technological, human-caused, and all-hazards threats, in support of local, state, tribal, federal, international, non-government, private sector, and whole community stakeholders. He holds over eight years of senior-level individuals and high-profile clients with budget experience.



Jennifer Pensyl Ph.D., MBCP
Project Manager, MBCP

Ms. Pensyl has developed over 450 Business Continuity Plans (BCPs) plans and conducted over 120 COOP plan assessments

Jennifer Pensyl, IEM's Senior Continuity Planning Specialist joined IEM in 2005, and is a nationally recognized business continuity planning expert with over 24 years of experience in COOP/BCP/BIA planning for the private sector as well as federal, state, and local government clients. Dr. Pensyl holds a Master Business Continuity Professional (MBCP) certification (5571) from Disaster Recovery Institute International (DRII). She has conducted numerous BIAs, Risk Assessments, Vulnerability Assessments, Capability Assessments, and TTXs. She has completed more than 250 COOP planning workshops under the FEMA's Technical Assistance Program and has developed and written more than 450 COOP plans. She is also experienced in conducting and delivering training and conducting TTXs to help ensure plans are not only informational, but they are viable and executable. She will support the COOP plan development and TTX efforts and serve as the primary SME throughout the project.



Katie Canady, MEP, CBCP
COOP Planner

Ms. Canady has developed strategic, operational, and tactical plans and holds a Certified Business Continuity Planner (CBCP) designation through the Disaster Recovery Institute International (DRII)

Katie Canady specializes in emergency response and recovery planning and project management, including training and exercising in all phases of the emergency management cycle. She has developed various types of plans including strategic, operational, and tactical. She has demonstrated experience and knowledge of leading teams of varying stakeholders and partners to develop, update, and improve emergency management systems, plans, and response procedures in state and local government.

Ms. Canady has six years of professional emergency management experience as a local emergency management planner and program manager. Katie has aided in the development of the Howard County 5-year Strategic Plan and the Comprehensive Emergency Response and Recovery Plan, Anne Arundel County's Long-Term Recovery Plan, and Family Assistance Center Plan, and the Baltimore UASI Regional Recovery Plan, and served as the Chair of the Regional Recovery Committee. She has participated in and led various workgroup meetings, facilitating the development of a Multi-Agency Full Scale Active Assailant Exercise. Katie is a Certified Level I Continuity of

Operations Practitioner and Certified Business Continuity Planner. Katie has had involvement in reviewing and updating county-wide COOP plans for Anne Arundel County, MD as well as training experience via certifications.



Dietz Miller
Planner

Mr. Miller provides research and data collection support for a variety of emergency management planning efforts, including COOP and COG planning

Dietz Miller, IEM's Emergency Planner, has experience in Emergency Management and Disaster Recovery supporting operational planning, agency reporting, GIS mapping, government programs, and multiple after-action reviews. He has collected data, conducted research, and built data reports for government agencies to direct local communities for emergency planning and operations. He has supported state and local COVID-19 after-action reviews, completed primary documentation reviews and developing After-Action Report (AAR) incident timelines for the State of Alaska and Franklin County, Ohio. His college course of studies included applied data science and creating disaster plans for specific hazards (e.g., hurricanes, technological plant accidents, coastal erosion, agricultural) impacting communities, wildlife, or livestock



Rory Connell
COOP Planner

Mr. Connell provides research and data collection support for a variety of emergency management planning efforts, including COOP and COG planning

Rory Connell, IEM's Emergency Planning Specialist, is a Senior Emergency Planning Specialist, whose career highlights include serving as Project Manager for IEM work in numerous cities, including New York, Washington, DC, Los Angeles, Philadelphia, and Dallas/Fort Worth. Mr. Connell's experiences have facilitated the integration of local, state, regional, federal, and private stakeholders towards common operational goals, while considering the unique elements of city planning, including, income inequality, infrastructure limitations, and population fluctuations.

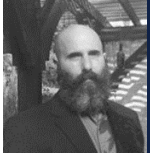


Mandy Gardner
Exercise Planner

As an HSEEP-trained exercise planner, Ms. Gardner has led or supported the design, conduct, and evaluation of dozens of exercises as well as other emergency management planning projects for clients across the United States

Mandy Gardner, IEM's Exercise Planner, has over 16 years of professional experience, including stakeholder coordination, project management, exercise design and development, emergency management planning, survey design, and data analysis. Ms. Gardner has provided exercise design, development, control, and evaluation for dozens of exercises for various clients, including local, regional, and state levels of government. An HSEEP-trained exercise planner, Ms. Gardner works with various clients on emergency management, planning, and exercises. As the Project Manager for the Dallas/Fort Worth/Arlington Urban Area Complex Coordinated Terrorist Attack program, in 2021, Ms. Gardner led the design, development, and conduct of a Regional Functional Exercise which included four jurisdictions, nine physical exercise locations, 45 controllers and evaluators, and over 300 exercise participants. Ms. Gardner recently led the design and conduct and drafted the After-Action Report for Sarasota County, Florida, and the City of Clearwater, FL. Continuity of Operations Plan (COOP) Tabletop Exercises was a

hybrid of in-person and virtual participation. She is currently the Project Manager for Tennessee Homeland Security District 2's Complex Coordinated Terrorist Attack Program as well as Dallas Area Rapid Transit's series of four Tabletop Exercises as well as a Tunnel Tabletop Exercise and Full-Scale Exercise.



Michael Zaruba
MEP

Mr. Zaruba coordinated with the Section Chief and Planning Branch to facilitate Regional and State Agency Training & Exercise Planning Workshops.

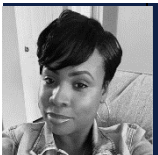
Michael Zaruba, IEM's Exercise Planner, has more than seven years of experience in the United States Marine Corps as Operations Chief. He has ensured the smooth operation of the company both administratively and in combat operations. Mr. Zaruba was also responsible for coordinating After Action Reports, developing a state training and exercise plan, and serving as the National Incident Management System Point of Contact for the Louisiana Governor's Office Homeland & Security Planning (LA GOHSEP).



Tiffany Coffman
Planner

Ms. Coffman coordinates and compiles eligibility documentation for federal reimbursement programs.

Tiffany Coffman, IEM's Emergency Planner, compiles and analyzes documentation related to all aspects of eligibility for federal reimbursement programs, including FEMA Public Assistance and FHWA Emergency Relief programs. Her areas of expertise include infrastructure, cybersecurity, IT, GIS, and communications and she encompasses intimate knowledge of disaster recovery and hazard mitigation.



Brandi Hunter
Planner

Ms. Hunter provides skills in leadership, negotiation, planning, and training.

Brandi Hunter, IEM's Emergency Planner, has three years of experience as a Planning Manager for the Tacoma-Pierce County Health Department. She has helped to facilitate planning meetings, including strategies and tactics, and ensure site tactical plans are completed and submitted to leadership and stakeholder partners.

RESUMES

Resumes for the following staff are on the following pages:

- Benj Korson, Program Manager
- Jennifer Pensyl, Project Manager, COOP SME
- Katie Canady, Continuity of Operations Practitioner
- Dietz Miller, COOP Planner
- Rory Connell, COOP Planner
- Mandy Gardner, Exercise Planner HSEEP
- Michael Zaruba, Exercise Planner
- Tiffany Coffman, Emergency Planner
- Brandi Hunter, Emergency Planner



Benj Korson
Program Manager

Mr. Korson has 16 years of industry experience, including support of local, state, tribal, federal, international, non-government, private sector, and community stakeholders.

16+ YEARS

EXPERIENCE IN HOMELAND
SECURITY & EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Continuity of Operations / Continuity of Government (COOP/COG)
- ▶ Emergency Operations
- ▶ Airport Emergency Operations
- ▶ Exercise Planning
- ▶ Exercise Coordination & Evaluation
- ▶ Scenario Development
- ▶ Workshops & Training
- ▶ Emergency Management, Disaster Preparedness, Contingency Response Planning, & All Hazards Management
- ▶ Project Management

EDUCATION

- ▶ B.S. Emergency Administration and Planning, University of North Texas, 2008

CERTIFICATION & TRAINING

- ▶ Homeland Security Exercise and Evaluation Program (HSEEP)
- ▶ IAEM Certified Emergency Manager
- ▶ FEMA Advanced Professional Series

PROFESSIONAL QUALIFICATIONS

Mr. Korson is an experienced senior emergency management professional with 16 years of industry experience, including projects in preparedness, response, recovery, and mitigation mission areas; to address natural, technological, human caused, and all-hazards threats; in support of local, state, tribal, federal, international, non-government, private sector, and whole community stakeholders. He holds over 8 years of supervisory experience managing teams of over 50 personnel in support of senior level individuals and high-profile clients with budgets exceeding \$12 million.

EXPERIENCE

Various Roles, IEM | 2015-Present

State and Local Preparedness Supervisor | 2022-Present

Senior Emergency Management Specialist | 2016-2020, 2022

Junior Emergency Management Specialist | 2015-2016

- Supports the State, Local, International Preparedness Division in the development and implementation of preparedness products and services.
- Facilitates collaboration efforts, meetings, and workshops among partners and stakeholders, including tribes, states, and federal agencies.
- Develops tools for collecting information, producing fact sheets, conducting analysis, forming courses of action, and updating various product organization and layout.
- Supports the development of training, exercises, lessons learned, best practices, after action reports, and improvement plans to evaluate product effectiveness.
- Led teams in highly collaborative support of FEMA Regional Response Division staff in the development of all-hazards and catastrophic operational response and recovery plans and supporting products.
- Responsible for establishing and maintaining project management plans, contract deliverables schedules, staff tasking and assignments, cost and budget tracking, documenting progress and performance measures, identifying threats to project success and developing and implementing strategies to mitigate them.
- Oversaw quality assurance and control of products and deliverables.

Manager of Emergency Management and Airport Operations Center, Department of Aviation, City of Dallas, TX | 2020-2022

- Oversaw the Emergency Management Division and the Airport Operations Center (AOC) to establish and maintain an effective emergency preparedness program for Dallas Love Field (KDAL), Dallas Executive (KRBD), and the Dallas Vertiport (49T).
- Managed two operational divisions, including personnel management, budgets, reporting, policies, procedures, and plans.

- Rebuilt and developed the strategy and direction of the emergency management and continuity of operations programs for the Department through research, innovation, evaluation, and improvement processes.
- Restructured the AOC through a comprehensive process of operational analysis, equipping, training, and implementing a phased modernization strategy.
- Established the division's goals and objectives and developed appropriate initiatives to ensure timely success. Coordinated departmental emergency operations and compliance requirements.
- Employed cross-organizational initiatives to mature a culture of preparedness in daily and emergency operations.
- Managed the Airport Emergency Operations Center during activations and represented the department to local, state, and federal agencies for response coordination operations.

Emergency Management Consultant, Michael Baker International | 2008-2015

- Engaged in the development and delivery of various comprehensive emergency management services and products in all mission areas to clients across the country.
- Utilized various engagement strategies to develop and foster partnerships with all stakeholders to encourage a whole community approach to disaster preparedness, response, recovery, and mitigation.
- Engaged stakeholders, peers, and the public at national and regional conferences on emergency management best practices.
- Developed clients, bid on RFPs and RFQs, administered contracts, financial reporting and accounting, auditing deliverables, quality assurance and quality control of products, and close out reporting.

Emergency Management Subject Matter Expert, TKOG | 2011-2015

- Provided assistance to NGO's regarding both stateside and international disaster management related challenges.
- Addressed issues such as non-profit preparedness in order to integrated response operations, improving program and project coordination, disaster exercises and gap analysis.

Lead Emergency Coordinator, FF/LMI | 2010

- Tasked by a coalition to lead their collaborative emergency response and initial recovery operations to the catastrophic earthquake.
- Networked and consulted with stakeholders, partners, and supporters to build a more unified approach to the community's recovery.
- Negotiated an agreement with the German Red Cross for mutual supply and triage support in order to reduce their primary care bottle neck issues while prioritizing critical care patients from clinics.
- Designed and developed a food and nonperishable distribution tracking system and support tools which resulted in increased accountability and better reach of the distribution network.
- Planned for and initiated a shelter-to-housing program that engaged local skill and labor to increase community investment and participation in their own recovery.

Emergency Medical Technician, Transport Care Services Corp | 2007-2008

- Provided patient care through lifesaving and life-sustaining medical care.
- Utilized standing orders, medical equipment, patient reports, and medical history to identify and administer appropriate care in a pre-hospital environment.



Jennifer Pensyl
Project Manager COOP
SME

Developed over 450 Business Continuity Plans (BCPs) plans and conducted over 120 COOP plan assessments.

25+ YEARS

EXPERIENCE IN HOMELAND
SECURITY & EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Emergency Management
- ▶ Continuity of Operations (COOP) Planning
- ▶ Recovery Planning
- ▶ Disaster Relief
- ▶ Business Impact Analysis (BIA)
- ▶ Business Continuity Planning (BCP)

EDUCATION

- ▶ Ph.D., Business Administration | Kennedy-Western University, 2002
- ▶ M.S., Human Resource Development | Louisiana State University, 1996
- ▶ B.S., Education | Louisiana State University, 1994

CERTIFICATION & TRAINING

- ▶ Master Business Continuity Planner (MBCP), Disaster Recovery Institute International
- ▶ Certification 5571

PROFESSIONAL QUALIFICATIONS

Dr. Pensyl has over 24 years of experience and supported BCP efforts in 24 states, three territories, and several of the largest metropolitan areas across the country. She has developed over 450 Business Continuity Plans (BCPs) and conducted over 120 COOP plan assessments. She has conducted BC planning assessment for the Los Angeles Metropolitan Transportation Authority (LA Metro) and lead the development of 34 LA Metro departmental COOP plans. Supported development of THIRA BIA, COOP, and TTX planning efforts for the Orange County Transportation Authority (OCTA), developed 35 COOP plans and TTXs for Kern County. Developed 15 COOP plans for Amtrak's and conducted workshops for nine Amtrak divisions. Developed 34 COOP plans and TTXs for Sarasota County and developed 19 COOP plans and TTXs for the City of Clearwater, FL. Assisted FEMA in developing CGC (Continuity Guidance Circular).

EXPERIENCE

Senior Continuity Planner, IEM | 2005-Present

- Leads Business Continuity planning and BIA projects across the U.S.; works closely with stakeholders, develops, and delivers plans, conducts workshops, exercises, and training.
- Continuity of Operations (COOP) planning, BC planning, and BIA clients include numerous transit agencies such as LA Metro, OCTA, SEPTA, DRPA, DART, Amtrak, as well as Kern County, CA, FEMA, Sandy Springs, GA., Hamilton County, IN., Sarasota County, FL., Golden Gate Bridge Highway and Transportation District, the City of Clearwater, FL. and various state and local agencies.
- Supported port trade resumption and resiliency planning for the port-wide areas of San Francisco, Pittsburgh, St. Louis, and Louisville.
- Delivered FEMA COOP Manager Train-the-Trainer course supporting FEMA trainers in three states, including the delivery of FEMA's Determined Accord pandemic COOP TTX.
- Developed an online COOP training for the New Jersey Learn website and conducted three regional COOP training workshops and seven municipal workshops for the State of New Jersey.
- Participated in the Horizon Foundation PanFlu Summit in Columbia, Maryland; served on the continuity impact panel and provided subject matter expertise on what communities and businesses should expect if avian influenza approaches the United States.

Business Continuity/Project Analyst, Blue Cross and Blue Shield of Louisiana | 1998-2005

- Conducted BIAs, presented findings to the senior management team, developed mitigation strategies, and conducted TTXs to test the reliability and viability of 44 BC plans.
- Developed flexible recovery strategies and procedures and managed all BC tests involving business disruption in coordination with functional areas such as information technology disaster recovery.
- Performed employee development and process improvement initiatives, and developed numerous training modules, including new employee orientation.



Katie Canady
COOP Practitioner

Demonstrated experience and knowledge of leading teams of varying stakeholders and partners to develop, update, and improve emergency management systems, plans, and response procedures in state and local government

6+ YEARS

EXPERIENCE IN HOMELAND
SECURITY & EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Training and Exercises
- ▶ Emergency Management
- ▶ Response Planning
- ▶ Recovery Planning
- ▶ Emergency Operations Center Management

EDUCATION

- ▶ M.S. Management: Emergency Management Specialization, University of Maryland University College, 2018
- ▶ B.S. Meteorology, Virginia Polytechnic Institute and State University, 2016
- ▶ B.S. Geography, Virginia Polytechnic Institute and State University, 2016

CERTIFICATION & TRAINING

- ▶ Certified Emergency Manager
- ▶ EMAP Certified
- ▶ HSEEP Certified
- ▶ ICS-300: Intermediate ICS for Expanding Incidents
- ▶ ICS-400: Advanced ICS
- ▶ National Emergency Management Basic Academy Graduate

PROFESSIONAL QUALIFICATIONS

Ms. Canady specializes in emergency response and recovery planning and project management, including training and exercising in all phases of the emergency management cycle. She has aided in the development of various After-Action Reports (AAR) for exercises and real-world incidents, including several COVID-19 AARs for state and local jurisdictions. Ms. Canady is a Certified Level I Continuity of Operations Practitioner and Certified Business Continuity Professional. Ms. Canady has participated in the review and update of County-wide COOP as well as training experience via certifications. Since joining IEM, Ms. Canady has supported the update and development of COOP and COG plans for Prince William County, VA and the State of Idaho. She has also supported the execution of COOP exercises, both in-person and virtual. Ms. Canady also supported local COVID-19 response efforts in Howard County, Maryland as the On-Call Emergency Manager, Planning Section Chief, and Emergency Operations Center (EOC) Manager and aided in the development of the County's COVID-19 AAR.

EXPERIENCE

Emergency Planner, IEM | 2021-Present

- Assisted with the development and execution of various COOP Tabletop Exercises for the City of Clearwater, FL and Golden Gate Bridge Highway and Transportation District.
- Conducting research to support the State of Iowa's COVID-19 AAR with a focus on the state's public health response actions.
- Supported Tarrant County, Texas COVID-19 AAR interviews and associated documentation.
- Supported the State of Idaho's emergency operations planning including development of Emergency Support Function Coordinator Handbooks.
- Aids in the development of EOC Position Guidebooks, Handbook, and Operations Manual for Prince William County, Virginia.
- Aided in the development of Disaster Preparedness Toolkits for Federal stakeholders.
- Supported a regional family assistance workshop and associated planning elements for District 2 (Tennessee).
- Supported the development of COOP and COG plans for Prince William County, VA and the State of Idaho.
- Provided support in developing customizable Family Assistance Center Plans for members of the North Central Texas Council of Governments.
- Supported regional resilience planning efforts for Centralina.

▶ Certified Business
Continuity Professional

▶ Certified Level I COOP
Practitioner

▶ Certified Business
Continuity Practitioner

Various Roles, Howard County Office of Emergency Management | 2018-2021

Senior Emergency Management Specialist | 2021-2021

- Led initial EMAP gap analysis efforts for future EMAP accreditation.
- Led the development and execution of a multi-agency full scale exercise using Homeland Security Exercise and Evaluation Program principles.
- Guided teams, projects, and meetings to analyze and solve problems, monitor deliverables and timelines to ensure that objectives are met.
- Participated in the development, evaluation, and integration of emergency management support tools, applications, and comprehensive plans.
- Acted as project manager of the implementation of a new mass notification system which successfully shared updates on COVID-19 resources to over 100,000 County residents.
- Developed, implemented, monitored, and reported on emergency management projects, including those funded by grants.
- Provided project management support, technical assistance, and training for planning and preparedness efforts, outreach, and performance evaluation.
- Proactively developed and maintained effective internal and external relationships to facilitate the achievement of community integration goals.
- Served as the rotating 24/7 On-Call Emergency Manager and the EOC Manager for various EOC activations, both virtual and in person



Dietz Miller

COOP Planner

Provides research and data collection support for various emergency management planning efforts, including after-action reviews. Supported multiple local and state jurisdictions' COVID-19 after-action reviews.

2+ YEARS

EXPERIENCE IN EMERGENCY MANAGEMENT

EXPERTISE

- ▶ Emergency Management
- ▶ Disaster Recovery
- ▶ Geographic Information Systems

EDUCATION

- ▶ B.S. Interdisciplinary Studies
Minor: Disaster Science and Management, Geography and Geographic Information Systems, Louisiana State University, 2019

CERTIFICATION & TRAINING

- ▶ IS-2900.a: National Disaster Recovery Framework (NDRF) Overview
- ▶ IS-800.c: National Response Framework, An Introduction
- ▶ ICS-100: Introduction to Incident Command System
- ▶ IS-200.c: Incident Command System for Initial Response
- ▶ IS-700.b: An Introduction to the National Incident Management System
- ▶ IS-319: Tornado Mitigation Basics for Mitigation Staff
- ▶ IS-32: Hurricane Mitigation Basics for Mitigation Staff
- ▶ IS-322: Flood Mitigation Basics for Mitigation Staff

PROFESSIONAL QUALIFICATIONS

Mr. Miller has experience in Emergency Management and Disaster Recovery supporting operational planning, agency reporting, GIS mapping, government programs, and multiple after-action reviews. He has collected data, conducted research, and built data reports for a government agency to direct local communities for emergency planning and operations. He has supported state and local COVID-19 after action reviews, completing primary documentation reviews and developing After-Action Report (AAR) incident timelines for the State of Alaska and Franklin County, Ohio. His college course of studies included applied data science and creating disaster plans for specific hazards (e.g., hurricanes, technological plant accidents, coastal erosion, agricultural) impacting communities, wildlife, or livestock.

EXPERIENCE

Junior Planner, IEM | 2021-Present

- Currently providing research and project support for the State of Alaska's COVID-19 after-action review process.
- Supported data collection for the States of Idaho and Iowa and Franklin County, Ohio COVID-19 AARs, including developing COVID-19 incident timelines for each AAR.
- Served as a scribe, recording information during interviews for local and state-level COVID-19 AARs, including the State of Alaska and Franklin County, Ohio.

Summer Intern, Office of Homeland Security and Emergency Preparedness, City of Lake Charles | 2019

- Built reporting structure to manage projects, such as the weekly incident tracker, and required documentation for federal, state, and local agencies.
- Managed field data and performed data analysis on regional disasters and incidents such as hurricanes, fires, plant chemical spills, and highway accidents.
- Attended weekly team meetings with Communications Director, Emergency Managers, and Office manager to review projects and share feedback on planning.
- Gained assignments including field observations, development of reports, and support of presentations or communications for local community and agencies.
- Developed and presented an Emergency Plan for the Calcasieu School Board based on online research and feedback from team members.
- Participated in evacuation drills for Louisiana Calcasieu Parish disaster planning and training. This required 50 volunteers to act as civilians or serve as medical experts for a Hurricane Response Center providing medical care, food, and transportation for evacuees to local hospitals or additional agency facilities.



Rory Connell
COOP Planner

Supervised and directed exercise and emergency preparedness support to international, federal, state, territorial, tribal, local, and private sector customers.

23+ YEARS

EXPERIENCE IN EMERGENCY
AND CONTINUITY PLANNING &
PROJECT MANAGEMENT

EXPERTISE

- ▶ Urban Area and Mass Transport Systems Planning
- ▶ Local and County Emergency Management Support
- ▶ Urban Area Regional Planning
- ▶ Emergency Planning
- ▶ Continuity of Operations Planning (COOP)

EDUCATION

- ▶ M.A. Sociology, University of Delaware, 2003
- ▶ B.A. Political Science, Ohio State University, 1999

PROFESSIONAL QUALIFICATIONS

Mr. Connell is a Senior Project Manager, who has focused on mass transit planning initiatives for the past ten years. Mr. Connell has recently directed and supported continuity planning initiatives, including current work with the Southeastern Pennsylvania Transportation Authority (SEPTA), the State of Idaho Office of Emergency Management, and Prince William County, Virginia. These projects address departmental- and agency-level continuity functions along with operational impacts related to key facilities. Mr. Connell also worked with these agencies to identify efficiencies and strategies from COVID-19 alternate operations to integrate into continuity plans. These continuity initiatives identify Mr. Connell has also served as a Project Manager and continuity planner for IEM projects including work with mass transit agencies such as WMATA, OmniRide, Amtrak, Los Angeles Metro, and Chicago Metra.

Mr. Connell's experiences focus on integrating industry, federal, state, and local best practices toward operational plans that improve preparedness, safety, and security. He has served on several other projects for notable transportation agencies, including as Project Manager for IEM's support of an EAP, COOP Plan, and Regional Response Plan development for key Amtrak stations in cities across the country. Mr. Connell also supported the development of EOPs and COVID-19 specific standard operation guidelines and plans for the Port Authority of New York and New Jersey, as well as the Lincoln and Holland Tunnels. Mr. Connell currently supports the Chicago Metro in the development of COVID-19 planning, including a Contagious Virus to annex to the Emergency Operations Plan (EOP).

EXPERIENCE

Senior Emergency Planning Specialist, IEM | 2003-Present

- Supported development of an integrated planning and exercise series for Los Angeles Union Station, including the development of an Emergency Action Plan, two tabletop exercises, and a full-scale exercise. An exercise program was developed to validate and support planning and to fully integrate the varied transit providers, security and law enforcement stakeholders, and other key stakeholders at Union Station. Developed After Action Reports (AARs) for all exercises. There was a total of 123 participants in the full-scale exercise. The exercise focused on post-tactical emergency actions at and around Union Station in response to an active shooter scenario, highlighting recovery including the post-tactical and transition from response to recovery activities.
- Supported four tabletop exercises for Dallas Area Rapid Transit focused on integrating regional internal and external stakeholders throughout the region. Led the development of AARs for all exercises. Exercise conduct was spread over 9 separate cities (including local law enforcement and regional responders) and integrated three different transit providers.

- Supported evaluation of a full-scale exercise for Prince George's County. The exercise series culminated in a full-scale exercise (FSE) with decisions and actions occurring in real-time, generating real responses from participating agencies and their associated consequences. Central to the exercise was the evacuation of a nearby senior center, requiring a large-scale sheltering effort in a local high school.
- Developed a COOP plan and continuity of government (COG) plan for the Idaho Office of Emergency Management that integrates relevant legislation and COVID-19 operational strategies.
- Developing comprehensive COOP and COG plans for SEPTA, including department COOP planning annexes and continuity plans for critical facilities and the authority. These plans focus on system redundancies and vulnerabilities and target actions and strategies to limit impacts on crucial systems.
- Providing Project Management and planning support for Prince William County, Virginia, including the development of continuity and emergency plans, policies, and procedures, after-action report assessments, public outreach materials development, and continuity of operations planning.
- Supported the development of public outreach materials for Chicago Metro, including COOP plans for the agency.
- Assessed the business continuity program for Los Angeles County Metropolitan Transportation Authority and managed the development of COOP plans for departments and the authority.

Disaster Research Center, University of Delaware | 1999-2003

- Contributed to multiple studies at the Disaster Research Center, including those funded by the National Science Foundation, FEMA, and the Multidisciplinary Center for Earthquake Engineering Research.
- Developed interview guides and mail survey instruments.
- Conducted qualitative and quantitative research data collection and analysis, including fieldwork in the immediate post-disaster environment and long-term program evaluations. Methods used included face-to-face interviews, telephone interviews, and focus group interviews.
- Wrote reports on research findings for funding agencies.
- Managed the Disaster Research Center's study on Impediments and Incentives for the Rehabilitation of Critical Facilities.
- Represented the Disaster Research Center at national academic and professional meetings and meetings with research funding agencies.
- Developed relationships with organizations and experts from various disciplines, government sectors, and private industry.
- Served as Vice-President of the Student Leadership Council of the Multi-Disciplinary Center for Earthquake Engineering Research.
- Utilized standing orders, medical equipment, patient reports, and medical history to identify and administer appropriate care in a pre-hospital environment.



Mandy Gardner

Exercise Planner

As an HSEEP-trained exercise planner, Ms. Gardner has led or supported the design, conduct, and evaluation of dozens of exercises as well as other emergency management planning projects for clients across the United States.

16+ YEARS

PROFESSIONAL EXPERIENCE
INCLUDING IN SECURITY AND
EMERGENCY MANAGEMENT

EXPERTISE

- ▶ Exercise Design & Development
- ▶ After-Action Reports
- ▶ Stakeholder Facilitation
- ▶ Survey Design and Analysis
- ▶ Planning

EDUCATION

- ▶ B.A. International Studies – Security and Intelligence, Ohio State University, 2008

CERTIFICATION & TRAINING

- ▶ Homeland Security Exercise and Evaluation Program (HSEEP)
- ▶ ICS-100: Introduction to the Incident Command System
- ▶ ICS-200: ICS for Single Resources and Initial Action Incidents
- ▶ IS-120.a: Exercises
- ▶ ICS 300: Intermediate Incident Command
- ▶ ICS 400: Advanced Incident Command
- ▶ IS-700: National Incident Management System
- ▶ IS-2901: Introduction to Community Lifelines

PROFESSIONAL QUALIFICATIONS

Ms. Mandy Gardner has over 16 years of professional experience including stakeholder coordination, project management, exercise design and development, emergency management planning, survey design, and data analysis. Ms. Gardner has provided exercise design, development, control, and evaluation for dozens of exercises for various clients including local, regional, and state levels of government.

An HSEEP-trained exercise planner, Ms. Gardner works with a variety of clients on emergency management, planning, and exercises. As the Project Manager for the Dallas/Fort Worth/Arlington Urban Area Complex Coordinated Terrorist Attack program, in 2021 Ms. Gardner led the design, development, and conduct of a Regional Functional Exercise which included four jurisdictions, nine physical exercise locations, 45 controllers and evaluators, and over 300 exercise participants.

Mr. Gardner recently led the design, conduct, and drafted the After-Action Report for the Sarasota County, Florida Continuity of Operations Plan (COOP) Tabletop Exercise which was a hybrid of in-person and virtual participation. She is currently the Project Manager for Tennessee Homeland Security District 2's Complex Coordinated Terrorist Attack Program as well as Dallas Area Rapid Transit's series of four Tabletop Exercises as well as a Tunnel Tabletop Exercise and Full-Scale Exercise.

EXPERIENCE

Exercise Planner, IEM | 2019-Present

- Project manager for the Tennessee Homeland Security District 2 CCTA planning program including a Family Assistance Workshop, Area Command Workshop, CCTA county template checklists, and a Resource Awareness Training.

City of Clearwater Continuity of Operations Plan Tabletop Exercise

- Worked with the City's Exercise Planning Team to design and conduct a Tabletop Exercise to evaluate the City's newly developed departmental and citywide Continuity of Operations Plans.

Sarasota County Continuity of Operations Plan Tabletop Exercise

- Served as the exercise task lead for the design, conduct, and evaluation of the Tabletop Exercise in June 2021.

Dallas/Fort Worth/Arlington Urban Area Complex Coordinated Terrorist Attack Planning Program

- Project manager for the DFWA Urban Area CCTA planning program, including development of a CCTA Regional Response Plan, CCTA Regional Functional Exercise, DFWA CCTA Regional Public Information Concept of Operations (CONOPS), DFWA

- ▶ Threat and Hazard Identification and Risk Assessment and Stakeholder Preparedness Review
- ▶ SEMS G606: Standardized Emergency Management System

- CCTA Regional Family Assistance CONOPS, and City of Dallas Faith-Based Initiative Tabletop Exercise.

Dallas Area Rapid Transit (DART) Exercise Planning

- Currently serving as an exercise planner and project manager for a series of four Tabletop Exercises as well as a tunnel-specific Tabletop and Full-Scale Exercise.

North Central Texas Council of Governments Recovery Planning

- Supported the North Central Texas Council of Governments Recovery Framework and Toolkit development and served as Exercise Task Lead for the Summit and Tabletop Exercise.

Fort Worth I-35 Mass Casualty Incident and Severe Winter Weather After Action Report/Improvement Plan

- Supported stakeholder interviews, data analysis, and report writing for the AAR/IP that examined the City of Fort Worth's response to the mass casualty incident on I-35 and subsequent severe winter weather event.

State of Alaska COVID-19 After Action Report

- Served as a planner for the State of Alaska after action review and report related to Alaska's response to the COVID-19 pandemic, including stakeholder engagement, interviews, and surveys as well as reviewing the final report.

State of Idaho COVID-19 Interim Action Report

- Served as the backup project manager and planner for the interim action review and report related to the State of Idaho's response to the COVID-19 pandemic, including stakeholder interviews and surveys as well as assisting with writing the report.

National Emergency Management Association Exercise Objectives and Injects Project

- Assisted in writing objectives and injects for FEMA core capabilities based on wildfire and hurricane scenarios which will serve as a template for states to include the Emergency Management Assistance Company in state-level exercises.

Ohio Region 4 Threat and Hazard Identification and Risk Assessment (THIRA)

- Served as the backup project manager and a planner for the 15-county Central Ohio Region THIRA including data analysis, survey development, and separate stakeholder meetings with all 15 counties including representatives from law enforcement, fire, emergency management, mass care/sheltering, and non-profit organizations.

San Mateo County COVID-19 Long-Term Strategic Plan

- Provided extensive research support, facilitated and support workgroup meetings and one-on-one stakeholder interviews, and assisted in drafting the COVID-19 Long-term Strategic Plan.

Ohio Homeland Security Region 8, Regional Mass Fatality Planning

- Served as project manager for Southeast Ohio Homeland Security Region 8's 2020 regional mass casualty and mass fatality planning.

Bay Area Urban Areas Security Initiative (UASI) Access and Functional Needs (AFN) Planning

- Supported AFN Planning for the Bay Area UASI including drafting Memorandums of Understanding and developing a Website ADA Compliance Review and Improvement Toolkit.

Project Manager/Project and Operations Support Specialist, ARMADA, Ltd. | 2009-2019

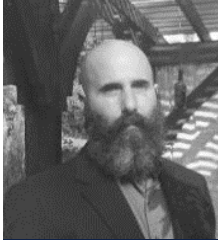
- Served as project manager and exercise planner for healthcare, universities, government, and private sector clients.
- Supported risk assessments schools, universities, churches, and businesses.
- Designed, conducted, and evaluated emergency management exercises and drills including meeting coordination and facilitation; serving as a liaison between multiple stakeholders from various disciplines; and overseeing exercise play for clients including The Ohio State University, Ohio Department of Public Safety, and the City of Columbus.
- Provided training development support and consultation for topics including workplace violence prevention, active aggressor, threat assessments, and warning signs and behavioral indicators.

- Managed, coordinated, and supported investigative, emergency management, and security consulting projects.
- Training development support and consultation for topics including workplace violence prevention, active aggressor, threat assessments, and behavioral indicators.
- Collected and analyzed social media, open-source intelligence, and background information for various investigative subjects and topics.

Intern/Investigative Audit Specialist, Ohio Auditor of State (AOS) Special Investigations Unit (SIU) |

2005-2009

- Provided support services for the AOS SIU, comprised of a team of Special Auditors and Investigators working to identify and prosecute fraud, waste, and abuse of taxpayer dollars across the State of Ohio.
- Served as point of contact and manager of the AOS Fraud Hotline and Reporting System by managing complaints received from constituents via phone and internet including direct communication with local, state, and federal officials.



Michael Zaruba

Exercise Planner

Mr. Zaruba coordinated with the Section Chief and Planning Branch for the facilitation of Regional and State Agency Training & Exercise Planning Workshops.

33+ YEARS

EXPERIENCE IN HOMELAND
SECURITY & EXERCISE
PLANNING

EXPERTISE

- ▶ After Action Reports
- ▶ Exercise Coordination & Evaluation
- ▶ Scenario Development
- ▶ Training & Exercise Development
- ▶ Emergency Management, Disaster Preparedness, Contingency Response Planning, & All Hazards Management
- ▶ Continuity of Operations / Continuity of Government (COOP/COG)

EDUCATION

- ▶ M.S., Criminal Justice in Forensic Science, Saint Leo University, 2013
- ▶ B.A., Criminal Justice, Saint Leo University, 2011
- ▶ A.A., General Studies Central Texas College, 2005

CERTIFICATION & TRAINING

- ▶ IS-00015.b, 100, 120.a, 130, 139, 156, 200, 230.c 235.b, 240.a, 248, 241.a, 242.a, 244.b, 248, 524, 545, 546.a, 547.a, 548, 551, 700, 703.a, 775, 800, 801, 907, 1100.a
- ▶ E-0131, 0132, 0133, 0136
- ▶ K- 146

PROFESSIONAL QUALIFICATIONS

Mr. Zaruba has more than 33 years' experience in homeland security in various roles in the US Marine Corps. He has ensured the smooth operation of the company both administratively and in combat operations. Mr. Zaruba was also responsible for coordinating After Action Reports, developing a state training and exercise plan, and serving as the National Incident Management System Point of Contact for the Louisiana Governor's Office Homeland & Security Planning (LA GOHSEP).

EXPERIENCE

Exercise Planner, IEM | 2022-Present

- Supporting the Tarrant County, TX Continuity of Operations Plan.
- Supporting the state of Idaho Catastrophic Housing Project.
- Supporting the Berkshire Hathaway Energy Exercise Program.

Various Roles, Louisiana Governor's Office of Homeland Security and Emergency Management | 2013-2021

Training & Exercise Branch Manager | 2016-2021

- Responsible for developing design teams for Regional and State Exercises and facilitating their participation.
- Coordinate and facilitate Concept and Objective, Initial Planning, Mid-Term Planning and Final Planning Conferences.
- Develop the evaluation plan and train Controller/Evaluators.
- Design, develop, conduct, and evaluate all types of exercises.
- Coordinate After-Action Reports and Corrective Action Plans.
- Coordinates the delivery and conduct of the State and Regional Training and Exercise Planning Workshops.
- Coordinate with Section Chief and Planning Branch for the facilitation of Regional and State Agency Training & Exercise Planning Workshops.
- Facilitate collection of Parish/Region and State Agency training & exercise events planned and future needs.
- Development of the State Training & Exercise Plan.
- Conducted annual Rehearsal of Concepts Drill and Full-Scale Exercise for the State of Louisiana's mass evacuation and response for hurricane preparedness.
- National Incident Management System Point of Contact.
- Ensure that all parish, local and tribal entities formally recognize NIMS and adopt NIMS principles and policies, as applicable.
- Coordinate with the Planning Branch to identify how to measure NIMS Implementation in the parishes, based on the requested information in the Unified Reporting Tool (URT).

CERTIFICATION & TRAINING

- ▶ ICS-300, 400
 - ▶ L-548, 550, 0101, 0141, 0958
 - ▶ Continuity of Operations Excellence Series – Level I Practitioner
 - ▶ Continuity of Operations Excellence Series – Level II Practitioner
 - ▶ National Training and Exercise Conference
 - ▶ NSAA Training Symposium
 - ▶ Ludlum Measurements Inc. Calibration and Repair
 - ▶ National Training and Exercise Symposium
 - ▶ NCBRT Management & Planning Level Instructor Development Workshop
 - ▶ Master Exercise Practitioner
 - ▶ Modular Emergency Response Radiological Transportation Training (T-t-T)
 - ▶ Advanced Staff Non-Commissioned Officer Course (Honor Roll)
 - ▶ Delta Epsilon Sigma Honor Society
- Provide Technical Assistance to state, parish, local and tribal entities regarding all annual NIMS implementation requirements.
 - Support and assist with the implementation of the All-Hazards Incident Management Team. Program within the State of Louisiana, by providing assistance with training and exercise initiatives.
 - Learning Management System (LMS) Program Manager.
 - Oversees the operation of and imports/enters data into the GOHSEP Learning Management System (LMS) to assist in tracking all Homeland Security/Emergency Management training completed by first responders in Louisiana.
 - Main program administrator for all LMS issues, needs, and questions.
 - Provides technical assistance to parishes and other state agencies.
 - Ensures Instructor development and compliance to include coordination with instructors on certification, record keeping of resumes, contracts, and other experience and certifications.
 - During times of emergencies, duties include participating in the preparation and ongoing support for the State Emergency Operations Center, which may be completely outside the scope of normal, daily duties.
 - Responsible for the administration and execution of the Governor's Office of Homeland Security and Emergency Preparedness Exercise Program in accordance with federal guidelines. Oversee the delivery of the exercise program with primary emphasis placed on planning guidance from the Department of Homeland Security's Exercise Evaluation Program (HSEEP) to ensure Federal and State compliance in the areas of emergency management systems, mitigation, preparedness, response, and recovery.
 - Provide technical support and expertise in the training area to prepare, respond, and recover from natural disasters and man-made terrorism events.
 - Supports emergency management operations during activations of the State Emergency Operations Center by serving as the Emergency Services Branch manager.
 - Provides planning expertise on a wide variety of complex programs and projects relating to the development of state and parish emergency management operations.
 - Assumes the GOHSEP Training Officer's duties during prolonged military-related absences.
 - Certified Modular Emergency Response Radiological Transportation Training (MERRTT).
 - HSEEP, L548, and L550 Instructor.

Various Roles, United States Marine Corps | 1989-2013

Officer in Charge, Division Classified Files Unit | 2013-2013

- Served as the 2d Marine Division Classified Materials Control Custodian (CMCC), resolving conflicts that arise, managing personnel, supervising and coordinating the work of others, and interpreting policy in terms of established objectives.
- Enforced national and local security directives by regulating the receipt, transmission, and destruction of classified material within 2nd Marine Division.
- Administered the Division CMCC program through inventory control and tracking, training, inspections, and deployment support.
- Provided executive guidance and support in daily CMCC operations to subordinate units.
- Informed CMCC Program and Command Security Managers on the progress, potentially controversial matters, and developing security conditions of the Command Information Security Program.

Company 1st Sergeant | 2011-2012

- Acted as the senior enlisted advisor to the company commander in garrison and field environments.
- Ensured the smooth administrative operation of the company to include fitness reports, proficiency and conduct marks, awards, promotions, request mast, and Non-Judicial Punishments.

- Provided guidance and instruction for Non-Commissioned Officers and Staff Non-Commissioned Officers on the performance of their duties as leaders of Marines.
- Assisted the company executive officer in running the company headquarters.
- Provided guidance to junior officers on enlisted-officer relationships, administrative matters, and legal matters.
- Provided guidance to junior Marines to enhance their growth and future service.
- Supervised and assisted platoon sergeants in the performance of their duties.
- Ensured cleanliness of barracks, ramp, and company areas.
- Assumed the role of company commander in his absence.

Operations Chief | 2005–2011

- Assisted commanders and operations officers in the development and implementation of training plans.
- Responsible for the tactical employment of Light Armored Reconnaissance and Infantry Weapons Companies.
- Responsible for the scheduling of ranges, schools, and training facilities.
- Responsible for requesting and procuring ammunition and explosives.
- Ensured the safety of over 100 personnel during dangerous training and in hazardous environments.
- Developed and maintained a tracking matrix to ensure each Marine received the necessary training.
- Proficient in the use and training of infantry weapons systems.
- Supervised the function of a weapons company Combat Operations Center.
- Made critical and timely decisions in an intense and hostile environment.



Tiffany Coffman
Planner

Coordinates and compiles eligibility documentation for federal reimbursement programs.

16+ YEARS

EXPERIENCE IN HOMELAND
SECURITY & EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Continuity of Operations / Continuity of Government (COOP/COG)
- ▶ Emergency Operations
- ▶ Airport Emergency Operations
- ▶ Exercise Planning
- ▶ Exercise Coordination & Evaluation
- ▶ Scenario Development
- ▶ Workshops & Training
- ▶ Emergency Management, Disaster Preparedness, Contingency Response Planning, & All Hazards Management
- ▶ Project Management

EDUCATION

- ▶ B.S. Emergency Administration and Planning, University of North Texas, 2008

CERTIFICATION & TRAINING

- ▶ Homeland Security Exercise and Evaluation Program (HSEEP)
- ▶ IAEM Certified Emergency Manager
- ▶ FEMA Advanced Professional Series

PROFESSIONAL QUALIFICATIONS

Ms. Coffman compiles and analyzes documentation related to all aspects of eligibility for federal reimbursement programs, including FEMA Public Assistance and FHWA Emergency Relief programs. Her areas of expertise include infrastructure, cybersecurity, IT, GIS, and communications and she encompasses intimate knowledge of disaster recovery and hazard mitigation.

EXPERIENCE

Documentation Specialist, IEM | 2018-Present

- Researches, compiles and analyzes documentation to determine eligibility requirements for federal reimbursement programs (FEMA Public Assistance and FHWA Emergency Relief).
- Processes and runs financial reports to determine cost eligibility.
- Validates cost incurred during a disaster against the source documentation.
- Maintains master database of all work, costs, and specific projects related to disasters.
- Ensures projects and work comply with federal and state rules, regulations, and laws.

Emergency Services Program Manager, Louisiana State University-Stephenson Disaster Management Institute | 2016

- Prepared critical infrastructure portion of hazard mitigation plans for contracted parishes.
- Assisted in hazard mitigation plans for parishes.
- Began drafting cybersecurity and IT procedures.

Emergency Services Coordinator, Louisiana Department of Transportation and Development | 2006-2016

- Managed, designed, and developed communication plans and procedures for ESF-1 and ESF-3 functions in emergencies.
- Provided IT support to Emergency Operations section and maintained and owned Emergency Operations Intranet page (HTML coding) and Emergency Operations Internet page.
- Developed and supported databases for GIS projects and designed and developed geographical area maps for emergency evacuations.
- Secured grants for the protection of critical transportation infrastructure through coordination with GOHSEP and other DOTD sections and districts and provided technical support for the development of DHS Protection of Critical Facilities Plan.
- Designed and developed emergency operations plans based on best practices and maintained current emergency operations plans for state level ESF-1 Transportation.

CERTIFICATIONS & TRAINING (CONT.)

- ▶ Principles of Emergency Management
- ▶ Emergency Planning, Leadership, and Influence
- ▶ Decision Making and Problem Solving
- ▶ Developing and Managing Volunteers
- ▶ Role of the Emergency Operations Center in Community Preparedness, Response, and Recovery
- ▶ Hazardous Materials Prevention
- ▶ Introduction to Continuity of Operations
- ▶ Introduction to the National Incident Management System
- ▶ Introduction to the National Response Plan
- ▶ Public Works and Engineering
- ▶ Introduction to the National Infrastructure Protection Plan
- ▶ Basic Hazus
- ▶ Various IT courses, including Certified Ethical Hacking and Computer Forensic Hacking

- Managed ESF-1 Emergency Operations Center as the Operations Officer at the state EOC during Hurricanes Gustav, Ike, and Isaac and served as member of EMAC team sent to New York City after Hurricane Sandy.
- Managed, maintained, and updated DOTD Routine Hazardous Materials Policy and Procedures and contracts.

Various Roles, Louisiana Governor's Office of Homeland Security and Emergency Preparedness | 2004-2006

Operations Specialist

Planner/GIS Manager

Critical Infrastructure/Key Resources Specialist (GIS)

- Maintained data sets and produced visual aids pertaining to critical infrastructure and emergency management.
- Coordinated with Louisiana Department of Natural Resources (DNR) to research companies for approval to use the DNR pipeline database and wrote authorization letters.
- Worked as Assistant Operations Officer during Hurricane Katrina and Rita.



Brandi Hunter Planner

Ms. Hunter is an experienced emergency management planner who understands the importance of relationship building.

3+ YEARS

EXPERIENCE IN EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Emergency Management, Disaster Preparedness
- ▶ Scenario Development
- ▶ Contingency Response Planning, & All Hazards Management

EDUCATION

- ▶ A.S. Homeland Security
Emergency Management Pierce
College, 2020

CERTIFICATION & AWARDS

- ▶ IS-100, 120.c, 700.b, 800.c
(see more information in resume listing)
- ▶ Rising Star – Center of Excellence, Homeland Security Emergency Management

PROFESSIONAL/ PHILANTHROPIC SERVICE

- ▶ Aspiring Emergency Managers, Founder
- ▶ The Center of Excellence for Homeland Security and Emergency Management, Advisory Board Member
- ▶ Partners in Emergency Preparedness Conference, Steering Committee
- ▶ Thurston County's Disaster Assistance Response Team (DART), Communications Officer

PROFESSIONAL QUALIFICATIONS

Ms. Hunter has more than three years of experience in emergency planning and management. She is the founder of Aspiring Emergency Managers (AEMO), which proudly supports those seeking to break into the growing field of Emergency Management. Ms. Hunter continues to support, motivate, and advocate for others by candidly sharing her personal and professional experiences.

EXPERIENCE

Emergency Planner, IEM | 2023-Present

- Assists in drafting, developing, editing, and planning documents, supporting stakeholder engagement activities, and applying technical knowledge and expertise to analyze and develop procedures supporting continuity operations.
- Supporting projects related to continuity of operations, mitigation strategies, risk analysis (hazard assessment, vulnerability assessment, and capability assessment), and business impact analysis, including the development and facilitation of training and exercises.

Various Roles, Tacoma-Pierce County Health Department | 2020-2021 Planning Section Chief | 2021

- Track, monitor and document ongoing COVID-19 cases among internal employees.
- Report COVID-19 outbreaks to city executives and health department officials.
- Created a matrix for internal staff to track and report suspected COVID-19 cases.
- Assisted in developing an influenza-pandemic and severe weather incident annex for the city.
- Assembled and itemized disaster go-bags for each city department.

Deputy Planning Section Chief | 2020-2021

- Ensured site tactical plans are completed and submitted to leadership and stakeholders, and partners.
- Responsible for planning, developing, monitoring, and evaluating the agency's COVID response.
- Lead project work teams involving multidisciplinary coordination and/or public involvement.
- Assisted in developing, implementing, and ensuring operational goals, objectives, policies, and procedures aligned with the agency's strategic directions and core values.

Educational & Outreach Coordinator, Center of Excellence for Homeland Security Emergency Management | 2020-2021

- Assisted the Program Manager with social media engagement for diverse groups and demographics.
- Served as the focal point for industry trends, best practices, innovative curriculum, and professional development opportunities.
- Assisted development of curriculum and identified innovative delivery methods of education programs to develop highly skilled employees for targeted industries.
- Researched, analyzed, and disseminated information on skill gaps, trends, and best practices in the industry.
- Establish and maintain relationships by supporting and participating in community events and functions.

Social Media Intern, Tamarack MGMT | 2020

- Identified ways to achieve social media goals and meet targeted metrics.
- Identified creative content ideas and identified best workflow measures for posting content.
- Researched relevant news stories and created graphic and video content.

Volunteer, American Red Cross | 2020

- Virtually supported ongoing incidents during steady state and operations.
- Verified documents to ensure compliance with guidance for financial assistance.

CERTIFICATIONS AND TRAINING

- IS- 800.c
- IS-130.a
- IS-200.c
- IS-230.e
- IS-235.c
- IS-240.b
- IS-241.b
- IS-242.c
- IS-244.b
- IS-317.a
- IS-29.a
- IS-405
- IS-1000,
- IS-1002
- IS-01300
- IS-20.20
- IS-21.20
- MGT443-W
- G0108
- G0235
- IS-405

A.4.2 SIMILAR IEM EXPERIENCE/ PAST PERFORMANCE

IEM is pleased to provide College Station with references of past performance efforts of similar scope and size to demonstrate our vast experience working with clients to achieve their goals **on time and within budget**.

Table 2: Brunswick County, NC

Brunswick County COOP Planning	
Contact Name and Title	Leslie Stanley, Volunteer & Non-Profit Coordinator Brunswick County Emergency Services
Address	30 Government Center Drive Bolivia, NC 28422
Telephone Number	910.253.2589 O.
Email Address	Leslie.Stanley@brunswickcountync.gov
Timeframe	May 2022-January 2023
Staffing	Krista Houk, Jennifer Pensyl, Katie Canady No sub-contractors used.
IEM supported Brunswick County to: - Develop 16 department COOP plans - Develop a training template - Develop a countywide COOP plan - Develop a COOP Maturation Matrix	

Table 3: Wake County, NC

Wake County, NC COOP Planning	
Contact Name and Title	Josh Creighton, Deputy Director Fire Services & Emergency Management
Address	336 Fayetteville Street, Suite 1300 P.O. Box 550 Raleigh, NC 27602
Telephone Number	919.856.6485 O. 919.623.8587 C.
Email Address	joshua.creighton@wakegov.com
Timeframe	May 2022-September 2023
Staffing	Krista Houk, Benj Korson, Jennifer Pensyl, Mandy Gardner No sub-contractors used.
IEM is currently supporting Wake County to: - Develop 22 department COOP plans - Design and conduct three HSEEP compliant countywide TTXs - Develop a countywide COOP plan - Develop and conduct a countywide training program - Develop a COOP Maturation Matrix	

Table 4: City of Clearwater, FL

City of Clearwater, FL COOP Planning	
Contact Name and Title	Jevon Graham, CFO, MiFireE, Division Chief of Emergency Management Clearwater Fire and Rescue Department
Address	1140 Court Street, Clearwater, FL. 33756
Telephone Number	727.562.4344 X 3205 O. 727.385.5510 C.
Email Address	jevon.graham@myclearwater.com
Timeframe	June 2020-March 2022
Staffing	Krista Houk, Jennifer Pensyl, Mandy Gardner, Katie Canady No sub-contractors used.
IEM worked with the City of Clearwater Florida to: • Conduct a Risk Assessment (RA), Vulnerability Assessment (VA), a Capability Assessment (CA) • Develop 21 department COOP plans • Develop a citywide COOP plan • Develop a Solutions Document • Develop a COOP Maturation Matrix • Develop and conduct citywide COOP training • Develop a plan maintenance schedule • Design and conduct a HSEEP compliant citywide TTX	

Table 5: Sarasota County, FL

Sarasota County, FL COOP/COG Planning	
Contact Name and Title	Ed McCrane, Emergency Management Chief
Address	6050 Porter Way, Suite 165, Sarasota, FL 34232
Telephone Number	941.861.5495 O. 941.232.8266 C.
Email Address	emccrane@scgov.net
Timeframe	April 2020-September 2021
Staffing	Krista Houk, Jennifer Pensyl, Mandy Gardner No sub-contractors used.
IEM supported Sarasota County to: • Develop 26 county department COOP plans • Develop a countywide COOP plan • Develop a COOP Maturation Matrix • Develop a Crisis Communication and Procedures plan • Develop and conduct countywide training sessions • Design and conduct a HSEEP compliant countywide TTX	

A.4.3 CERTIFICATIONS

IEM is a graduate of the SBA 8(a) program and a woman-owned business. Therefore, we understand and support small businesses. IEM actively seeks partnerships with Small Minority, and Women-Owned Business Enterprises (MWBEs) on our contracts. IEM is certified as a Women's Business Enterprise (WBE) by the Women's Business Enterprise National Council (WBENC) and as both a certified Minority Business Enterprise (MBE) and WBE by the National Women Business Owners Corporation (NWBOC).



TAB B

RATES AND EXPENSES



ITEM is pleased to provide the City with the fee schedule below:

B.1 FEE SCHEDULE

City of College Station, Texas
RFP #23-020 - Continuity of Operations Plan (COOP)

Position	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours	Total Cost
		Project Implementation - Kickoff Meeting	Review Existing COOP Plans and Conduct BIA	Capability Assessment and COOP Plan Development	Citywide COOP Plan	Develop & Conduct COOP Training Workshop	Develop & Conduct TTX & COOP Maturation Matrix		
Program Manager	\$154.00	45	0	0	0	0	0	45	\$ 6,930.00
Project Manager	\$139.00	16	60	160	60	32	75	403	\$ 56,017.00
COOP Practitioner	\$107.00	0	16	120	0	0	30	166	\$ 17,762.00
COOP Planners	\$ 96.00	0	24	54	4	4	24	110	\$ 10,560.00
Exercise Planners	\$113.00	0	0	0	0	0	56	56	\$ 6,328.00
Technical Editor	\$ 77.00	0	6	24	8	8	24	70	\$ 5,390.00
Graphic Designer/Artist	\$ 75.00	0	0	4	0	0	12	16	\$ 1,200.00
Labor Hours		61	106	362	72	44	221	866	
Labor Cost		\$ 9,154.00	\$ 12,818.00	\$ 42,412.00	\$ 9,340.00	\$ 5,448.00	\$ 25,015.00		\$104,187.00
ODC Cost		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00		\$ 500.00
Travel Cost		\$ 998.27	\$ -	\$ -	\$ -	\$ -	\$ 2,159.54		\$ 3,157.81
Total Estimated Cost		\$ 10,152.27	\$ 12,818.00	\$ 42,412.00	\$ 9,340.00	\$ 5,448.00	\$ 27,674.54	866	\$107,844.81

Position	Hourly Rate	Task 7	Task 8	Total Hours	Total Cost
		Optional - Develop and Conduct Annual Training	Optional - Develop and Conduct Annual TTX		
Project Manager	\$139.00	32	32	64	\$ 8,896.00
COOP Planners	\$ 96.00	0	16	16	\$ 1,536.00
Exercise Planners	\$113.00	0	56	56	\$ 6,328.00
Technical Editor	\$ 77.00	12	24	36	\$ 2,772.00
Graphic Designer/Artist	\$ 75.00	0	4	4	\$ 300.00
Labor Hours		44	132	176	
Labor Cost		\$ 5,372.00	\$ 14,460.00		\$ 19,832.00
Travel Cost		\$ -	\$ 2,159.54		\$ 2,159.54
Total Estimated Cost		\$ 5,372.00	\$ 16,619.54	176	\$ 21,991.54

B.1.1 SEPARATE/ OPTIONAL TRAVEL ITEMIZATION

OPTION FOR ANNUAL TRAINING

ITEM is pleased to offer an additional annual COOP training option to the City that will closely mirror the COOP training offered in Task 5 at a cost of \$5,372.00 with an optional annual tabletop exercise cost of \$16,619.54.

TAB C

TECHNICAL APPROACH PROJECT METHODOLOGY



C.1 UNDERSTANDING OF SCOPE OF WORK

When a natural or human-caused disaster strikes, city services are extremely vulnerable to disruptions at the very time when they are needed most. Having viable Continuity of Operations (COOP) plans that allow the City of College Station TX to operate under the most adverse conditions is critical, not only to continuing essential services, but also to maintaining public confidence. Intelligent and thorough planning—specifically, tailored COOP plans—can help to ensure the city’s ability to rebound quickly and effectively after a disruption event.

Through all-hazards COOP planning, IEM can help the City of College Station, TX identify strategies for protecting, maintaining, and quickly restoring critical infrastructure and operations during disruption events such as flooding, pandemics, winter weather, wildfires, extreme heat, cyber threats, and civil unrest.

IEM is highly experienced in COOP program development; we have conducted over **250 COOP workshops**, written over **450 COOP plans**, and conducted over **120 COOP assessments and exercises** for cities, local governments, and non-governmental agencies throughout the United States (See Figure 6). We have also supported **projects in Texas**, including Dallas Complex Coordinated Terrorist Attack Program (CCTA), Austin Capital Metro Winter Weather After Action Report (AAR), Leander and Georgetown Hazard Mitigation Plan Update, and Houston Disaster Recovery Services.

IEM’s industry leading COOP process is designed to capture the details and intricacies required to support continuity of operations and avoids the common pitfalls found with vague, fill-in-the-blank, template-oriented procedures that are oftentimes utilized throughout the industry.

The IEM team, led by **Benj Korson and Dr. Jennifer Pensyl**, provides both academic and operational expertise that is unparalleled. IEM’s **highly customizable approach** focuses on working with clients to understand the unique perspectives on how they should approach each step of analysis and development, elements a template simply cannot communicate. Dr. Pensyl will use IEM’s continuity planning tool as a starting point and will work with each department to develop a comprehensive plan that can be **executed in reality**, not just on paper. This process will result in **actionable plans** that can be implemented at the city and department levels to ensure the City of College Station TX can more effectively support their missions during disruption events. These plans will help capture strategies for resiliency to limit the impact of disruption events.

Developing all-hazards COOP plans, coupled with a training workshop and exercise, will provide the City with vital information on **how to prepare for and continue mission essential functions during** disruption events. Using the approach outlined in the next section, IEM will assist in developing a COOP program that **move the City towards resilience and expedited recovery**.

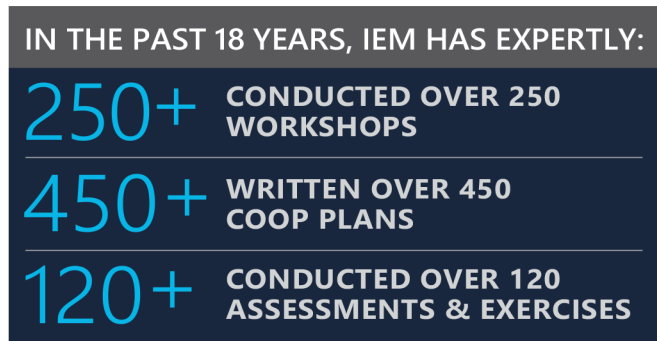


Figure 6: IEM's COOP Experience

IEM's approach divides this project into the six tasks shown below **Figure 7**.

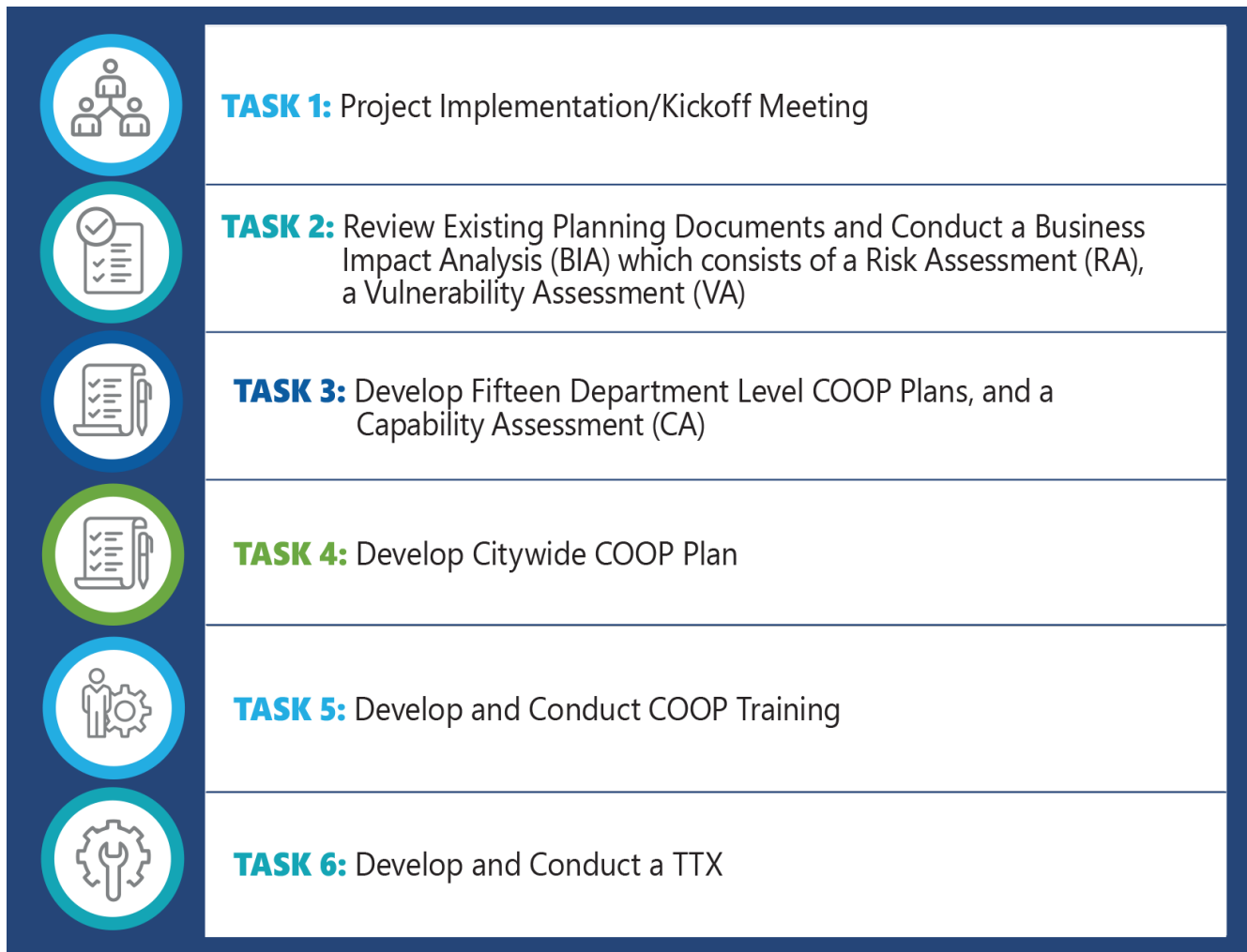


Figure 7: COOP Program Tasks

C.2 TECHNICAL APPROACH

IEM is prepared to assist the City of College Station Texas through the following tasks to create a tailored COOP program designed to help to ensure the city's ability to rebound quickly and effectively after a disruption event.

TASK 1: PROJECT IMPLEMENTATION/KICKOFF MEETING

Active communication and clear, documented expectations are key components of any project's success. IEM will **conduct an on-site kickoff meeting between** the IEM team, including Program Manager Benj Korson and Project Manager Dr. Jennifer Pensyl, and stakeholders from the City of College Station TX will be held within 14 days of the contract execution. This kickoff meeting is an opportunity to **review the draft Project Management Plan** that IEM will develop and provide for discussion. The Project Management Plan will provide an overview of our approach, staff, identified milestones and the project timeline. Best practices from the Project Management Institute (PMI) indicate that a well-developed collaborative Project Management Plan between customer and vendor reduces the risk to both parties and increases the successful outcomes of the project.

The kick-off meeting will also be a prime opportunity to establish data collection dates and locations for the engagement with city departments. While the initial dates may change, this first step allows everyone to provide input into the decision-making process and increases the likelihood of attendance by avoiding known conflicts.

We will also **provide a copy of our COOP planning tool**, which was developed using the following guidance documents:

- FEMA’s Federal Continuity Directives (FCDs) 1 and 2,
- FEMA’s Continuity Guidance Circular (CGC),
- International Organization for Standardization (ISO) 22301
- National Fire Protection Agency (NFPA) 1600
- Comprehensive Preparedness Guide (CPG) 101
- National Response Framework (NRF)
- Emergency Management Accreditation Program (EMAP) standards; and
- National Incident Management System (NIMS).

Dr. Pensyl and IEM’s COOP planners have used these documents to **develop and deliver over 250 COOP/COG workshops and develop over 450 COOP plans over the past 18 years**. Because of our familiarity with relevant guidance documents, IEM will be able to begin meaningful work immediately without wasting time and resources.

TASK 2: REVIEW EXISTING PLANNING DOCUMENTS AND CONDUCT A BUSINESS IMPACT ANALYSIS BUSINESS IMPACT ANALYSIS (BIA) TO INCLUDE A HAZARD/THREAT ASSESSMENT (HA) AND A VULNERABILITY ASSESSMENT (VA)

During this task, IEM will work with City stakeholders to:

- **Review and validate our COOP planning tool** which will be used in Task 3: Develop COOP Plans.
- **Review any existing plans** and extrapolate appropriate information to use as a springboard for developing Tasks 2 and 3. We will pre-populate the HA/VA with hazards/threats identified in the Brazos Valley THIRA and pre-populate the COOP planning tool with appropriate COOP information to create efficiencies. This will also create continuity in plan formatting and content across all departments.
- **Conduct a BIA.** We will then develop a survey instrument using Microsoft Forms and administer it to City department stakeholders.

Hazard Assessment (HA)

The HA will list the potential hazards/threats to the City of College Station’s operations. Each department will rank the perceived probability of each hazard/threat occurring at their facility, using a scale of one through ten. **Table 6** illustrates how hazards/threats might be ranked based on participants’ input.

The Hazard Assessment will rank hazards with the greatest likelihood of occurring.

Table 6: Hazard Ranking

Hazard	Score	Ranking
Flood	8.57	1
Severe Weather	8.09	2
Wildfire	6.67	3
Drought	5.48	4 (t)

Hazard	Score	Ranking
Landslide	5.48	4 (t)
Dam or Levee Failure	4.76	5 (t)
Earthquake	4.76	5 (t)

Vulnerability Assessment (VA)

The VA is designed to identify the perceived impact level (catastrophic, critical, limited, or negligible) for each hazard/threat if it were to occur. **Table 7** illustrates how impact levels might be ranked based on participants' input.

The Vulnerability Assessment will rank the perceived impact of the prioritized hazards.

Table 7: Perceived Impact Levels of Hazards/Threats

Hazard/Threat	Score	Ranking
Earthquake	9.05	1
Wildfire	8.33	2
Flood	8.09	3
Dam or Levee Failure	7.14	4 (t)
Landslides	7.14	4 (t)
Severe Weather	6.90	5 (t)
Drought	6.90	5 (t)

With these two data points, IEM will prioritize the hazards/threats which have the highest probability of occurring and the greatest potential impact. IEM will then work with the city's project team to determine appropriate thresholds which will give the City of College Station TX a clear picture of the risks that need to be addressed in the capability assessment (which will be conducted in Task 3). Typically, we focus on the risks that have a high likelihood of occurring and have a critical or catastrophic impact on mission essential functions (MEFs) if they were to occur. This type of analysis is useful because it will help the City focus time, money, resources, and efforts on the right risks.

The IEM team has experience conducting analyses and understands the challenges of conducting this type of survey/analysis within large entities with competing priorities. Many stakeholders do not have experience with the HA/VA process, so IEM's strategy for gathering complete, reliable data is to **develop a succinct, user-friendly instrument and virtually administer it to department representatives**.

In the conduct of this task, IEM will work with the project team to develop the HA/VA survey instrument and identify individuals within each department who are best suited to provide this information. Upon receipt of survey responses, IEM will develop a draft report, which will be provided to the project team for validation. After the report has been validated, IEM will provide a final HA/VA report to the project team and the COOP development milestone task will begin which will include the capability assessment.

TASK 3: CAPABILITY ASSESSMENT AND COOP PLAN DEVELOPMENT

IEM has an organized, systematic method for developing COOP plans and years of experience guiding client participation in the process. Our experience has taught us that a **hands-on approach** with stakeholders during the data gathering phase results in very reliable data. This translates into a more successful, robust, and reliable COOP

effort. Our hands-on approach to COOP planning means **we do not give our clients templates to fill out**. We will schedule and conduct one-on-one meetings with our clients to gather the correct information the first time, saving our clients time and money. Our process **puts the heavy lift on the IEM team**, because we realize the departments within the city are not in the COOP business—their business is conducting the day-to-day business of the City.

Capability Assessment (CA)

In order to be good stewards of our clients' time, IEM will **conduct the CA** as part of Task 3: Develop COOP Plans. The CA will identify capabilities and resources that currently exist for high priority risks or the capabilities and resources required to assist in mitigating the effects of the risk. For each department, IEM will gather information risks that have the highest likelihood of occurring and are likely to have the greatest impact on mission essential functions.

The Capability Assessment will identify mitigation options that the City has in place or should develop to address risks identified through the RA/VA process.

The key to effective COOP planning is adding strategies that make the City of College Station resilient to disruption events—providing a “Plan B” in case “Plan A” fails.

COOP Plan Development

IEM will work with the city project team to determine the best way to **conduct the COOP data-gathering meetings**. IEM suggests conducting **virtual COOP data-gathering meetings** using Microsoft Teams. We have used this approach most recently with Brunswick County (over 50 meetings), Wake County (over 60 meetings), Golden Gate Bridge Highway and Transportation District (over 50 meetings), Sarasota County, Florida (over 85 meetings), the City of Clearwater, Florida (over 55 meetings), and Prince William County, Virginia (over 80 meetings) with great success. While face-to-face meetings were thought to be the optimal approach in the past, we have found that, as long as our clients have a visual way to communicate with us using the Microsoft Teams virtual platform, there is **no diminished value in this virtual approach**. The virtual platform can provide cost savings for our clients because there is a decreased need for a travel budget which means funds can be more focused on deliverables.

Each data gathering meeting is typically a two-hour engagement with opportunities to hold follow-up meetings if additional information is needed. During these data gathering meetings, the first and most important agenda item is to determine each department's MEFs. We are sensitive to the fact that everything each department does is important, but not everything is mission critical during a disruption event.

The IEM team has extensive experience assisting our clients in distinguishing and prioritizing their true MEFs, which are usually linked to activities that:

- Generate revenue,
- Help preserve the department's/agency's reputation,
- Have legal, administrative, and economic impacts if they are not performed,
- Protect life, facilities, and personnel, and/or
- Have a pre-determined Recovery Time Objective (RTO).

Identifying MEFs is a critical step for two reasons:

1. MEFs drive the identification and quantification of the consequences of not performing the MEFs. This is “why” the city needs to develop mitigative strategies.

2. MEFs form a significant part of the COOP plans. A business process analysis of each MEF assists in determining “how” the city will mitigate the consequences.

Once MEFs have been identified, they must be prioritized. This is done by determining the Recovery Time Objective (RTOs) for each MEF. **RTOs are timeframes in which business functions or application systems must be restored to acceptable levels of operational capability to minimize the impact of a disruption event on the city’s MEFs.** RTOs define how long MEFs can be idle before compromising business operations.

At the conclusion of this task, each department COOP plan will contain, at a minimum, the components listed in Table 8.

Table 8: COOP Plan Components

Key Component	Description
Purpose, Scope Situations, Assumptions, Authorities and References	Describes purpose, objectives and assumptions of the COOP planning effort.
Readiness and Preparedness	Describes COOP activities that occur in the normal operational environment (i.e., plan updates, plan revisions, testing, training, exercises, etc.).
Activation and Relocation	Describes how and when the COOP plan will be activated and the process for relocating to the continuity facility for in-processing.
Reconstitution	Outlines how the department will resume normal operations in a seamless, organized manner once departments return to their original or new facility.
Decision Processes	Describes how the COOP activation decision will be made and who will make it.
Mission Essential Functions (MEFs)	Defines MEFs to maintain during a disruption event, prioritized by Recovery Time Objectives (RTOs).
Mission Essential Records and Databases, Vendors, and Dependencies	Defines vital records and databases that must be available to support MEFs, based on RTOs, and vendor and dependency information.
Supplies, Equipment, and Data	Defines which supplies, equipment, and data must be available to support MEFs, based on RTOs.
Continuity Personnel	Identifies those employees who have responsibilities during COOP activation and their contact information.
COOP Teams and Assignments	Outlines tasks that must be conducted by personnel during a COOP event.
Orders of Succession	Outlines key positions responsible for conducting the MEFs and then identifies at least three successors for each MEF, by title.
Delegation of Authority	Outlines the breadth and depth of authorities granted to successors during a COOP event.
Devolution	Outlines to whom the department’s MEFs will devolve in the event the city experiences a total dismantlement (loss of all employees and total loss of facility).
Information Technology	Defines which information systems must be available to support MEFs, based on RTOs. This component should inform IT’ Disaster Recovery Plan (DRP).
Human Capital Management/Family Support Planning	Outlines how the department will communicate with and account for employees. It will also include methods to assist employees in preparing their families for disruption events.

Key Component	Description
Continuity Facilities	Identifies alternate location(s) where employees will relocate in the event their primary location becomes untenable.
Training, Testing, and Exercising (TTE)	Outlines the scope of training, testing, and exercising program and identifies a schedule for each event.
Plan Maintenance	Outlines person(s) who have responsibility for plan updates, how often the plans will be updated, and conditions requiring interim updates.
Continuity Communications	Identifies alternate methods of communication in the event primary modes become unavailable. It also identifies alternate vendors for communication modalities.

Using Microsoft Word, IEM will develop the draft COOP plans.

IEM will **provide each department the opportunity to validate their COOP plans** with allowing for updates, additions, revisions, and clarifications. Upon completion of validation meetings, IEM will provide the project team with the final drafts for approval.

IEM has a highly professional, in-house document management and graphics teams to ensure all deliverables are of high quality and error free.

TASK 4: DEVELOP CITYWIDE COOP PLAN

The real value in the continuity planning process happens when aggregating the departmental COOP data into a citywide plan—**letting the data tell a story**. This type of overarching plan provides several invaluable benefits to the city, including:

- Provides a central reference for executive-level decision-making regarding city operations during a continuity event.
- Assists in identifying single-points-of-failure.
- Assists in identifying over/under utilizations of continuity facilities, dependencies, and vendors.
- Facilitates potential integration with other city and county-level emergency planning documents, helping to ensure the resilience of services for the community following regional events.

IEM will provide a citywide COOP template to the project team for review and validation. Once the template has been approved, we will begin **developing the citywide COOP plans**

Table 9 below lists the components that will be included in the Citywide COOP plan.

Table 9: COOP Plan Components

Key Component	Description/Benefit
Official Responsible for Activating COOP Plan, by Department	Lists the official responsible for activating their COOP plan. Benefit: During a disruption event, senior leadership has a concise picture of who has the responsibility for executing the COOP plan.
Reconstitution Manager, by Department	Lists the official within each department who will serve as the Reconstitution Manager during a continuity event. Benefit: During a disruption event, senior leadership will have a concise picture of whom, within each department, has the responsibility for working with the appropriate department to ensure original or new facility is correctly configured during the rebuild, to support the department.
MEFs, by Department	Provides an overall view of the city's MEFs, by department. Benefit: During a disruption event, senior leadership will have a clear picture of which functions the city will be standing up, by department.
MEFs, by RTO	Provides a prioritized list of MEFs. Benefit: During a disruption event, senior leadership will have a clear picture of which functions the city will be standing up first, second, third, etc.
Continuity Facility, by Department	Provides an overview of each department and their respective continuity facility or facilities. Benefit: During a disruption event, senior leadership will have a clear picture of where each department will move to if their primary operating facility becomes untenable.
Continuity Facility, by Facility	Provides an overview of continuity facilities and departments that have identified them in their COOP plan. Benefit: Assists city in identifying potential over and under-utilizations of continuity facilities. It is important that everyone not show up at the same continuity facility during a COOP activation. This information is likely more useful during the planning phase of COOP than the activation/response phase.
Equipment and Supplies, by RTO	Provides a prioritized list of MEFs and associated equipment and supply needs. Benefit: Assists the city in understanding equipment and supplies needed to conduct MEFs and allow for the pre-positioning of them at continuity facilities for use during a COOP event. This information is likely more useful during the planning phase of COOP than the activation/response phase.
Mission Essential Records and Databases, by RTO	Provide a prioritized list of MEFs and their associated mission essential records and database needs. Benefit: Assist IT's Disaster Recovery Planning (DRP) by helping them understand the mission essential records and databases needed to conduct MEFs and allow for the pre-positioning of them at continuity facilities for use during a COOP event. This information is likely more useful during the planning phase of COOP than the activation/response phase.
Devolution, by Department	Identifies devolution strategies for each department's MEFs. Benefit: During a disruption event, senior leadership will have a clear picture of where each department's MEFs will be transferred if the department were to experience a total dismantlement of personnel and facility.

Key Component	Description/Benefit
Process Dependencies, by Department	Lists department's MEFs and respective process dependencies. Benefit: During a disruption event, senior leadership will have a clear picture of each department's MEFs and their associated process dependencies. This information is likely more useful during the planning phase of COOP than the activation/response phase.
Process Dependencies, by RTO	Provides a prioritized list of process dependencies needed by departments to perform MEFs. Benefit: During a disruption event, senior leadership will have a prioritized picture of each department's MEFs and their associated process dependencies. This information is likely more useful during the planning phase of COOP than the activation/response phase.
Vendors, by Department	Provides vendors used in the conduct of each department's MEFs. Benefit: During a disruption event, senior leadership will have a list of vendors and contact information needed to support MEFs.
Continuity Management Group, by Department	Lists Continuity Management Group personnel and their contact numbers by department. Benefit: During a disruption event, senior leadership will have contact information for those individuals listed in each department's Orders of Succession.

TASK 5: DEVELOP AND CONDUCT COOP TRAINING WORKSHOP

IEM will work with the project team to **develop and conduct a virtual COOP Training Workshop**. It is not enough to have well thought-out, actionable COOP plans if no one knows what they are, where they are, or how to execute them.

For COOP plans to be effective, all personnel should:

- Have an awareness of what a COOP plan is and why it is important to the city and their department.
- Have an awareness of their personal COOP roles and responsibilities.
- Have an awareness of how, when, and why the COOP plan might be activated and what to do immediately following an activation.
- Have an awareness of how to execute their roles during an activation event.

IEM will work with the project team to **develop all workshop materials**. The training module will address, at a minimum:

- The four phases of COOP planning
- The Concept of Operations
- Who has the authority to activate the COOP plans
- How the departments will transition from normal operations to COOP operations
- Where the department and its personnel will go if their primary operating facility is untenable
- How departments will operate at the continuity facility
- Which MEFs need to be conducted during COOP activation
- How teleworking will be accomplished if the department's main facility is untenable
- How the department will communicate during a COOP event.

Once the project team has approved the workshop materials, IEM will **conduct a virtual training workshop** for personnel, especially those who will be attending the tabletop exercise (TTX).

TASK 6: DEVELOP AND CONDUCT A TABLETOP EXERCISE (TTX) AND A COOP MATURATION MATRIX

Conduct TTX

Testing plans and capabilities before an actual event or disaster is a critical component of effective emergency management. Testing plans during their development is an efficient way to confirm the accuracy and completeness of finalized plans. Our experience shows that this stage is particularly important for COOP planning because the key components, such as the identification of continuity facilities, coordination of MEFs, and analysis of contract requirements with third-party vendors, benefit greatly from exercises. IEM has built this validation stage into each continuity plan that we have developed. For jurisdictions, this is a prime opportunity to bring executive-level stakeholders, decision-makers, and various departments to the table, ensuring integration of the plans into the culture. IEM will use the initial validated drafts of the COOP plans as the basis for the TTX.

As reflected in **Figure 8**, IEM's approach to exercise design and development is rooted in the Homeland Security Exercise and Evaluation Program (HSEEP) guidance and has two main goals. First, our team includes **experts from the entire realm of emergency management, including COOP planning**, who will ensure the exercise focuses on the essential capabilities to be tested. Second, we will **leverage the collective knowledge, experience, and expertise of city personnel and exercise planning team in designing, developing, planning, and conducting the COOP exercise**. Our experience has shown that actively engaging key stakeholders in providing input into the design and development process leads to more successful, focused, and productive exercises.

The IEM team will assist the city and county in:

- Designing, planning, scheduling, and conducting a TTX
- Conducting the Initial Planning Meeting
- Conducting the Mid-term Planning Meeting
- Conducting the Final Planning Meeting
- Preparing a Situation Manual
- Preparing Exercise Evaluator Guides
- Preparing the Facilitator/Evaluator Handbook

This exercise **will be developed using HSEEP guidelines**. Invitees will include personnel who have essential roles during a disruption event. The exercise facilitators will describe the continuity scenario and facilitate discussion with participants to identify staff roles and responsibilities, discuss response to the scenario, and determine if the COOP plans support the staff in the resumption or continuation of their MEFs. IEM will provide one exercise controller and two evaluators during the exercise. IEM will conduct a hot wash to capture facts and impressions based on the exercise discussion. In addition, we will collect feedback from all participants and capture comments, recommended edits, and changes to the draft COOP plans.

COOP Maturation Matrix

The IEM Team will **develop a COOP Maturation Matrix**, which will provide the City with a "roadmap" to move their continuity planning efforts down the maturity continuum. It will include:

- Consolidated hot wash discussion and feedback data



Figure 8: IEM's Approach to Exercise Design and Development

- Citywide COOP considerations and recommendations
- Departmentwide COOP considerations and recommendations
- Department-specific COOP considerations and recommendations
- Considerations and recommendations to address potential single-points-of-failure for vendors, dependencies, RTOs, staffing, communication, facilities, technology, etc.

We will develop and review the draft COOP Maturation Matrix with the project team for validation and then provide the City with the final version.

DELIVER FINAL COOP PLAN

At the conclusion of this project, the IEM Team will provide the City project team with the following documents in Microsoft Word format so that the City can easily make future updates to the plans. **Figure 9** to the right will hold the following:

TASK 2: RA/VA report

TASK 3: (15) Departmental COOP plans with CA data

TASK 4: (1) Citywide COOP plan

TASK 5: COOP Training module

TASK 6: TTX materials and COOP Maturation Matrix

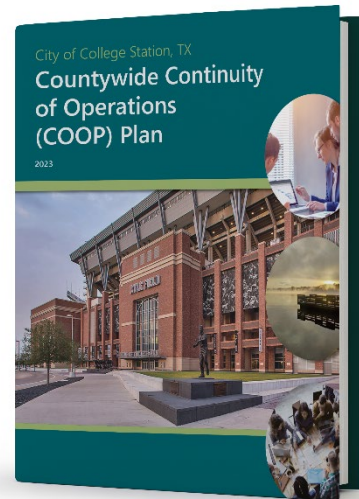


Figure 9: Sample COOP Plan for the City of College Station

C.2.2 TIMELINE

IEM anticipates quickly starting the project upon contract award, with a project initiation and kickoff meeting scheduled within two weeks of award. In order to hit the ground running, IEM will work to collect existing plans related to continuity as well as clarifying points of contact for departments. A central coordination point for scheduling meetings will help to streamline outreach and requests for meetings.

IEM recognizes the complexity of creating COOP plans for the departments. IEM's professional staff will work directly with city governmental employees to schedule and conduct COOP data gathering meetings. Prioritization of outreach efforts will be based on coordination with input from points of contact at the city.

The below suggested timeline in **Figure 10** assumes the contract is awarded in May 2023. If award begins sooner, we will adjust the timeline accordingly. In addition, depending on the City's availability to participate in COOP data gathering meetings (Task 3), the IEM team is poised to shorten the period of performance.



Figure 10: IEM Project Timeline

Table 10: Project Timeline and Deliverables

Project Task	Project Activities	Deliverables
Task 1 Project Implementation and Kickoff Meeting May 2023	Conduct Project Initiation and Kickoff Meeting	Project Management Plan COOP planning tool
Task 2 Review existing COOP plans and Conduct BIA June-August 2023	• Validate COOP planning tool with Project Team • Extrapolate data from existing plans • Conduct BIA (RA/VA)	• Validated COOP planning tool • Develop COOP planning template for each department • BIA report
Task 3 Conduct Capability Assessment and Develop COOP plans Sept-Nov 2023	• Conduct Capability Assessment • Schedule and conduct one-on-one data gathering meetings with fifteen city departments • Schedule and validate COOP plans with department	• Capability Assessment • Initial draft COOP plans for city departments • Final draft COOP plans for city departments.
Task 4 Develop Citywide COOP plan Dec 2023-Jan 2024	• Validate citywide COOP plan template • Develop citywide COOP plan	• Validated citywide COOP plan • Citywide COOP plan
Task 5 Develop and Conduct COOP Training Workshops April 2024	• Develop virtual COOP training workshop	• Conduct virtual COOP training workshop for city staff who will participate in the TTX
Task 6 Develop and Conduct Tabletop Exercise (TTX) and COOP Maturation Matrix Jan-May 2024	• Conduct IPM • Conduct MPM • Conduct FPM • Conduct TTX • Develop COOP Maturation Matrix	• Conduct TTX • COOP Maturation Matrix
Project Closeout May 2024	• Develop closeout activities	• Project closeout report

TAB D

REFERENCES



D.1 REFERENCES

Reference 1: Brunswick County Emergency Operations Plan and COOP	
Client Name:	Brunswick County Emergency Management
Point of Contact, Title	Leslie Stanley, Volunteer & Non-Profit Coordinator Brunswick County Emergency Services
Email Address	Leslie.Stanley@brunswickcountync.gov
Phone	910.253.2589

Reference 2: Wake County-Continuity of Operations Plan (COOP)	
Client Name:	Wake County, North Carolina Division of Emergency Management
Point of Contact, Title	Joshua Creighton, Deputy Director, Emergency Management,
Email Address	joshua.creighton@wakegov.com
Phone	919.856.6485

Reference 3: City of Clearwater Continuity of Operations Plan (COOP)	
Client Name:	City of Clearwater, Florida
Point of Contact, Title	Jevon Graham, CFO, MIFireE Division Chief of Emergency Management, Clearwater Fire and Rescue Dept.
Email Address	jevon.graham@myclearwater.com
Phone	727.562.4344 ext. 3205

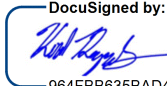
TAB E CERTIFICATION

IEM is pleased to provide the following certifications as requested in Tab E of the City's RFP.

- Certification Form
- Certificate of Interested Parties
- Addendum No. 1

CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

DocuSigned by:

964FBB635BAD47E...

Signed By: _____ Title: Manager, Contract Administration

Typed Name: Keith Reynolds Company Name: Innovative Emergency Management, Inc.

Phone No.: 919-990-8191 Fax No.: 919-237-7468

Email: Contracts@iem.com

Vendor Address: 2801 Slater Road, Suite 200, Morrisville, NC 27560
P.O. Box or Street City State Zip

Remit Address: P.O. Box 110265, Durham, North Carolina 27709-8477
P.O. Box or Street City State Zip

Federal Tax ID No.: 72-1045884

DUNS No.: 601275282

Date: 1/24/2023

NOTE: This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

END OF RFP #23-020

*****DO NOT MODIFY THIS FORM*****

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Innovative Emergency Innovative, Inc.
Morrisville, NC United States

Certificate Number:
2023-975462

Date Filed:
01/24/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Other

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP# 23-020
COOP

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Beriwal, Madhu	Morrisville, NC United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

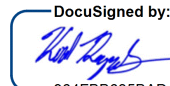
My name is Keith Reynolds, and my date of birth is March 21, 1986.

My address is 8550 United Plaza Blvd, Suite 400, Baton Rouge, LA, 70809, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in East Baton Rouge County, State of Louisiana, on the 24 day of January, 2023.
(month) (year)

DocuSigned by:



064EBB635BAD47E

Signature of authorized agent of contracting business entity
(Declarant)



1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM # 1
RFP # 23-020

Date: January 17, 2023

To: All Interested Parties

From: Josie Urrutia, Buyer

Re: **23-020 (Continuity of Operations Plan (COOP))**

The following additions, deletions, or clarifications to **RFP # 23-020** are hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

ADDITIONS, DELETIONS OR CLARIFICATIONS

All outstanding questions are answered with this Addendum and are made part of this RFP.

Question 1: What are the 15 departments that will be incorporated into the City's COOP?

Answer: This will be determined in coordination with the firm selected.

Question 2: What, if any, is the desired timeline for this project?

Answer: The desired time frame is 1 year from the acceptance.

Question 3: Please confirm that the vendor is to develop and deliver COOP training and a Tabletop exercise.

Answer: The vendor is to develop the COOP training and tabletop.

Question 4: Please confirm that the City prefers a firm/fixed price for the project.

Answer: Yes. A firm, fixed price is preferred.

Question 5: Has this project been budgeted, and if so, what is its budget?

Answer: \$108,000.00

Question 6: Do we need to conduct a Business Impact Analysis?

Answer: Yes

Question 7: What is the estimated start date?

Answer: Upon council approval of awarded contract and issued notice to commence.

Question 8: Does the selected vendor need to be a registered Texas based firm?

Answer: No

Question 9: Will the work be performed onsite, virtual, and/or at the vendor's site?

Answer: Preferably onsite, although some virtual visits/discussions would be possible.

Question 10: The State of Texas and FEMA require that a THIRA contain a nexus to terrorism. Does/will the City's envisioned THIRA contain a nexus to terrorism? If not, does the City instead want the successful contractor to develop a HIRA rather than a THIRA?

Answer: We operate under the Brazos Valley THIRA (2022) which contains a nexus for terrorism.

Question 11: The solicitation's Scope of Work states that the selected vendor will perform a THIRA to address "threats and hazards that affect the City of College Station" and "the impacts to the City of College Station from threats and hazards," which would be addressed as part of the SPR process. However, the Scope of Work also states that vendors should address "Capabilities analysis to include existing and needed capabilities to address impacts from threats and hazards," which is performed during Step 1 of the Stakeholder Preparedness Review (SPR) process. Is it the City's desire that the selected vendor will perform both a THIRA and SPR? If so, will the selected vendor be expected to support development of a full SPR, or just Step 1 of the SPR?

Answer: We operate under the Brazos Valley THIRA (2022) which is the foundation for determining a community's capability gaps during the SPR process.

Question 12: Is it the City's desire that the selected vendor will update the City's most recent THIRA, or will the selected vendor instead be expected to develop an entirely new THIRA? If it will be an update, how many scenarios and core capabilities will be required?

Answer: The Brazos Valley THIRA was updated in 2022

Question 13: Which City Departments will be participating in this project in addition to College Station Emergency Management, if any?

Answer: This will be determined in coordination with the firm selected.

Question 14: Page 12 (Methodology) and Page 13 (Evaluation Factors) both mention Project Time-line; however, a period of performance was not indicated in the RFP. Is there a desired project completion date?

Answer: The desired timeline is 1 year for acceptance.

Question 15: Texas A&M University, George H.W. Bush Presidential Library and Museum, and the Bush School and Government and Public Service are all mentioned as being in the City of College Station Texas. Are key stakeholders from the three mentioned institutions going to be involved/invited to participate in the planning process? Are there any additional whole community partners (i.e., NGOs, private sector, etc.) that will be engaged in the planning process?

Answer: Texas A&M University, George H.W. Bush Library and Museum, and the Bush School of learning are within the jurisdictional boundaries of the City of College Station, however, they function as a separate entity and have their own COOP.

Question 16: The RFP's Scope of Work states on page 10, "Provide option for annual training." Please elaborate upon this requirement. We did not see this reoccur in another section of the RFP. Is this potential annual COOP training that the selected firm would provide on a reoccurring basis (i.e., training contract)?

Answer: That is an option that we are interested in. We would like to see an option for annual training (TTX or full scale exercise) provided by the firm.

Question 17: Page 12 of the RFP, Rates and Expenses, states, "Include a separate and optional itemization for travel and related expenses to attend and assist with facilitation of training." During the course of this project, which stakeholder engagement meetings/interviews, if any, would the City like the successful contractor to conduct in-person as opposed to virtually?

Answer: Initial stakeholder/department head meeting and final TTX will need to be in person. Additional and individual department meetings could be help virtually or in person and the vendors convenience.

Question 18: Page 10 of the RFP's Scope of Work states, "Provide COOP training modules as well as Tabletop (TTX) training. "Please clarify this requirement. Does the City want the successful contractor to develop, conduct, and evaluate a TTX? Or, does the City instead desire a workshop to build awareness of the COOP plan, without a formal exercise? Regarding the training modules, does the City want the successful contractor to deliver these trainings, or provide modules for to the City for the City to use to deliver their own training?

Answer: Yes, the successful contractor will develop, conduct, and evaluate a TTX once the COOP is complete. The individual modules could be provided to the city to deliver their own training.

Question 19: In the Scope of work, page 10, The RFP requests a THIRA, which is a typical component of a EM planning initiative, not a COOP initiative. It then identifies the desire to: •identify threats and hazards (in COOP arena, this is known as a Hazard Assessment) that affect the City of College Station, •the impacts to the City of College Station from threats and hazards (in COOP arena, this is known as a Vulnerability Assessment), and •a capabilities analysis to include existing and needed capabilities to address impacts from threats and hazards (in COOP arena, this is known as a Capability Assessment) Is this what the City is desiring?

Answer: We operate und the Brazos Valley THIRA (2022). We are requesting a COOP.

Question 20: If the City is not desiring a BIA, and rather would like a THIRA, does the City require a Stakeholder Preparedness Review (SPR) as well as part of this project?

Answer: We operate under the Brazos Valley THIRA (2022)

Question 21: In the Scope of Work, page 10, The RFP requests technical assistance and guidance on document control that meets FEMA-State reimbursement and regulatory requirements. FEMA reimbursement is generally geared more toward EM response, recovery, debris management, etc. COOP plans focus on resuming mission essential functions (MEFs) within recovery time objectives (RTOs). Can the City please clarify that this task is identified in the scope of work?

Answer: We understand that not all aspects of COOP will be eligible for FEMA reimbursements; however, if there are any regulatory restrictions or requirements that will color our COOP efforts, we will rely on awarded firms' technical expertise to navigate such guidance.

Question 22: What is the anticipated period of performance for this effort?

Answer: The desired timeframe is 1 year from the date of acceptance.

Question 23: In the Scope of Work section, on page 10, The RFP states the selected Firm shall take ownership of the entire COOP planning process including scheduling and facilitating necessary meetings with stakeholders, compiling relevant data and documents, and maintaining communication with specified City individuals. Will virtual meeting engagements be used for developing the COOP plans or does the City expect in-person meetings?

Answer: Initial stakeholder/department head meeting and final TTX will need to be in person. Additional and individual department meetings could be help virtually or in person and the vendors convenience.

Question 24: Could the City provide what level of involvement the City is expecting to provide to help in this project?

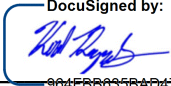
Answer: The Emergency Management Coordinator will assist in any way possible.

Question 25: Is the responding firm expected to upload THIRA (and SPR) results into FEMA's Unified Reporting Tool (URT)?

Answer: No

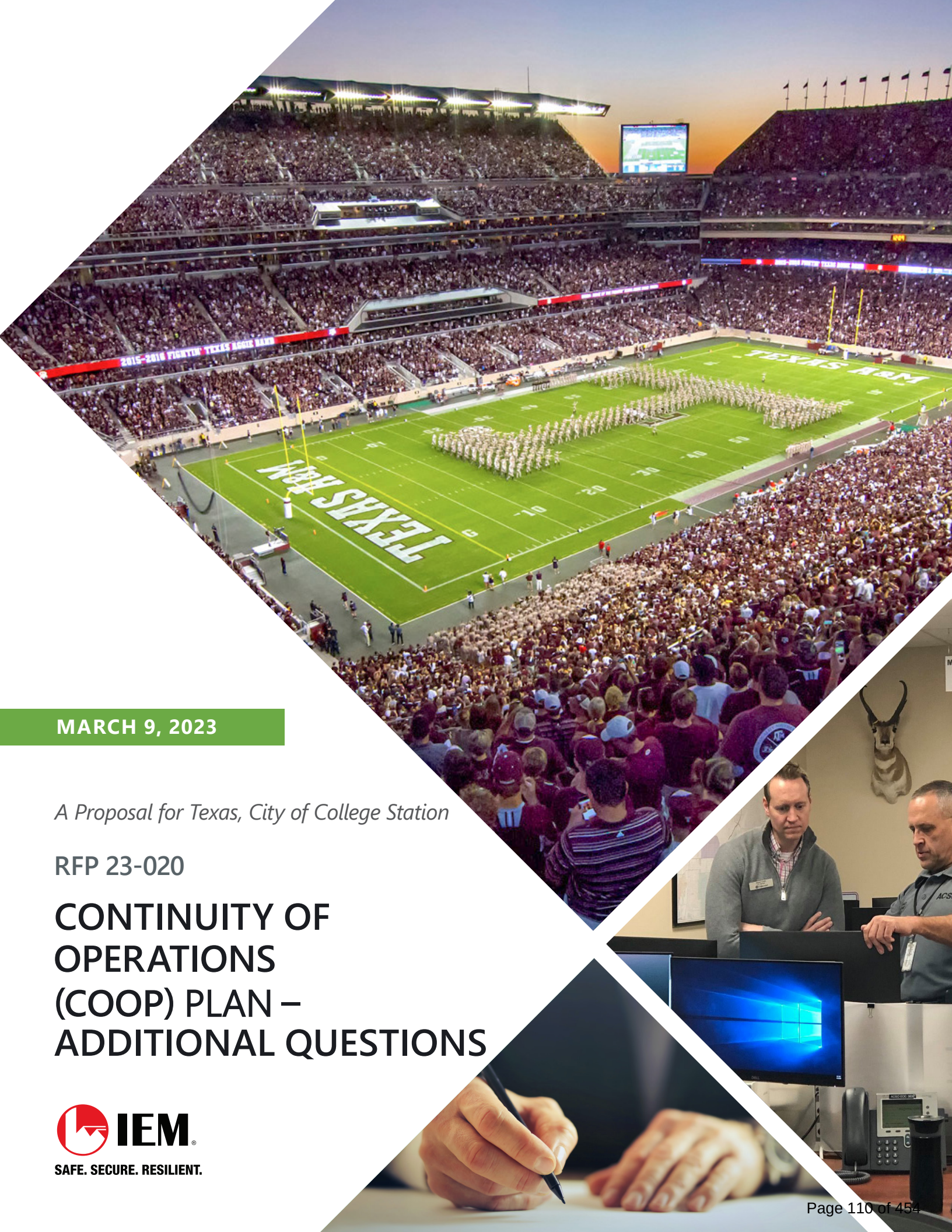
Please acknowledge receipt of this addendum with your proposal form. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 1 is hereby acknowledged

Signature:  _____

Date: 1/24/2023

Company: Innovative Emergency Management, Inc.



MARCH 9, 2023

A Proposal for Texas, City of College Station

RFP 23-020

CONTINUITY OF OPERATIONS (COOP) PLAN – ADDITIONAL QUESTIONS





2801 Slater Road, Suite 110 Morrisville, NC 27560

Mailing Address: P.O. BOX 110265 Research Triangle Park, NC 27709

1.800.977.8191 919.990.8191 www.iem.com

March 9, 2023

Josie Urrutia, CPPB, NIGP-CPP
Buyer, Purchasing Division
City of College Station
P.O. Box 9960
110 Texas Ave, College Station, TX 77842

Re: RFP 23-020 Continuity of Operations (COOP) Plan

Dear Ms. Urrutia:

On behalf of Innovative Emergency Management, Inc. (IEM), I am pleased to offer our responses to the additional questions proposed by the City of College Station. We appreciate the opportunity to provide additional supporting information. We hope you will find this information helpful in deciding whether IEM can best provide the requested services.

We know continuity planning continues to be a priority for states, counties, and cities. The IEM team has led a concerted effort to encourage state agencies to think broadly about the intricacies of a robust Continuity of Operations Plan and how a written plan can drive accountability and follow-through on reconstitution efforts. Our continuity workforce has, on average, 18 years of diverse programmatic and practical experience in continuity planning at all layers of government. An indirect benefit that IEM brings is the ability to help the City of College Station, TX, prepare for, respond to, and recover from a disruption event.

It is our pleasure to enclose the information you requested. If you have any technical questions regarding this proposal, please do not hesitate to contact Krista Houk, Manager of State and Local Preparedness, at krista.houk@iem.com and Keith Reynolds, Manager of Contract Administration, at (919) 990-8191 or contracts@iem.com. We look forward to the opportunity to share more about our approach with you and how we can use it to assist the City of College Station.

Sincerely,

DocuSigned by:

964FBB635BAD47E...
Keith Reynolds

Manager of Contract Administration

RESPONSES TO THE QUESTIONNAIRE

1. Will the COOP planning tool be available to us indefinitely post-project? Or would this be a subscription? Can we request a demo?

IEM will provide departmental COOP plans to the City in MS Word. We will provide our COOP template, also in MS Word, so the City can quickly develop additional COOP plans without time-consuming user training or costly annual licensing fees typically required of a proprietary software solution. Additionally, IEM can provide the City with access to SharePoint which would allow long-term access to multiple end users to access and update their plans after the project has ended.

2. What significant changes has IEM made in the COOP creation process due to post-event/ after-action review from previous projects and how have those changes for new clients made a positive impact in their plans/event response?

Our IEM Team has created efficiencies in our COOP planning process and documents as a result of lessons learned over 18 years and our internal post-mortems. Below are a few examples:

- Our **COOP Maturity Matrix** was developed from lessons learned, and it serves two fundamental purposes:
 1. A client was concerned they would not understand the next steps they should take once we disengaged. Because our IEM Team had intimate knowledge of each department, their mission essential functions, dependencies, supplies, vendors, continuity facilities, etc., we were perfectly poised to identify where single points of failure may exist and offer suggestions, they might consider addressing gaps. As contractors, we cannot make policy declarations and procurement decisions that may be needed as part of continuity and redundancy strategies, but we can identify areas of concern and make recommendations to our clients to address gaps they may not be aware of.
 2. If done correctly, a great deal of effort goes into COOP planning—from the project team to each of the City's departments. COOP planning is not a one-and-done planning effort. It is a process, not a project. Our clients have appreciated the Maturity Matrix because it contains specific, actionable considerations, at the City level and the department level, addressing needed resiliency strategies.
- Our **Citywide COOP planning document** is a product our IEM Team developed due to a client request. We were developing COOP plans for a rather large county, and our client expressed concerns about managing the data across 35 county departments. We listened to our client and came up with a countywide COOP plan that aggregated the data in one succinct document which not only helped senior leadership make informed decisions during a COOP event but also helped COOP planners make informed decisions during the planning phase.

Our Citywide COOP planning document can help COOP planners:

- Determine under-and-over utilizations of continuity facilities.
- Reconcile unrealistic recovery time objectives (RTOs) with appropriate departments/divisions.
- Determine if dependencies will be available within defined RTOs.
- Determine if applications and supplies will be available within defined RTOs.
- Ensure orders of succession are viable.

Our Citywide COOP planning document is discussed in more detail in Tab C, Task 4, Table 9 in our proposal.

- The unique operational challenges of COVID-19 have resulted in practical improvements to IEM's process for developing COOP plans. These process changes have been enacted in reaction to both the real-life lessons learned from COVID-19 and from analyzing output of the After Action Report/Improvement Plans. Because COVID-19 required both decision-makers and organizational stakeholders to actively engage in the process to identify, implement, and track continuity strategies as the situation of the pandemic changed, IEM has identified efficiencies in planning to better present continuity planning information. The goal of this planning approach is to improve training and onboarding of varied personnel to planning content and to clearly present the concept of operations to facilitate active engagement with continuity plans from more stakeholders. As a result, our continuity plans are more operational and actionable in focus and easier to use in a dynamic risk environment. This planning change was a direct result of key trends IEM observed in our AAR work throughout the nation.

COVID-19 also highlighted the need for improved processes to reflect new technologies purchased and integrated into many workplaces. The role of continuity facilities was also modified to better reflect telecommuting strategies and other workaround processes implemented to reduce public health concerns.

IEM recently developed a tool to support the collection of lessons learned following a continuity event activation. This document provides an easy-to-use format for collecting department or position-specific data on COOP activation successes and lessons learned. The goal of this tool is to standardize how areas of operation can quickly identify and document AAR actions related to COOP activities, enabling more active and ongoing improvements during long-term continuity events like COVID-19.

3. Will the TTX provide multiple scenarios? Will various scenarios be available in the Facilitator/Evaluator Handbook?

The IEM Team will develop and conduct a TTX that will begin with a scenario and include a number in injects to test different portions of the COOP plans. We will work with the City to determine which parts of the COOP plan need to be tested and design our TTX accordingly. If the City is interested in multiple scenarios, our exercise planners and graphic designers have the flexibility to provide multiple scenarios as part of the exercise design process. Our TTXs typically last 4-6 hours, depending on the group size.

4. Explain Maturation Matrix and its process.

Our COOP Maturation Matrix is a value-add document that we provide to clients. COOP planning is not a one-and-done planning effort, and we sincerely hope that is not the case – for all of our clients. To assist clients in ensuring their COOP planning effort does not stagnate after we disengage, our IEM Team will develop a COOP Maturity Matrix containing actionable recommendations for redundancies at the Citywide and departmentwide levels, and the department-specific level. Below are a few examples of items that might be included in the City's Maturation Matrix.

- Encourage departments to consider including COOP training during their onboarding and orientation—especially for those positions that are listed in their Orders of Succession.
- Steps should be taken to ensure that dependencies will be available by the defined RTOs. If dependencies are unavailable, either reconcile the deficiency with the agency, department, or vendor responsible for supporting the dependency or develop manual workaround procedures until dependencies are developed.

- Consider working with departments to revisit, revise, or validate RTOs, as appropriate. Several departments have extremely short RTOs that may be difficult to achieve.
- Ensure staff identified in successor roles will be available and have the knowledge, skills, abilities, aptitude, and access to perform MEFs for which they are successors.

5. We are interested in reviewing completed projects within HGAC-E and DETCOG; these areas seem more frequently affected by major events. Please provide project information.

On page 4 of our proposal, we outline IEM's vast experience working with the State of Texas, which includes the HGAC and DETCOG projects. These, however, are not COOP projects, and the COOP team we have proposed was not involved in those efforts. If the City intends to vet the COOP team we have proposed, understand the quality of our deliverables, and determine our responsiveness to clients, we welcome you to reach out to our previous clients which we have provided in section A.4.2 of our proposal.

The COOP team we have proposed for the City of College Station was directly involved in all of these projects. Specifically, we recently completed the Brunswick County COOP project on February 28th, 2023. Brunswick County is a coastal North Carolina county that is prone to hurricanes. They are very amenable to discussing their experience with the IEM Team.

6. Does the Project Manager for our project (Dr. Pensyl) have any experience in creating COOP plans or plans assessments in the State of Texas?

Dr. Pensyl led the COOP work for Dallas Area Rapid Transit (DART) under the FEMA Regional Catastrophic Preparedness Grant Program (RCPGP). She conducted COOP workshops that led participants through the entire COOP planning process. She conducted one-on-one COOP plan assessments for each DART department.

She has also supported the City of Houston Texas, through the mayor's office, by conducting Technical Assistance (TA) COOP workshops for city departments.

7. How does the contract agreement/proposal timeline match with the "as-built" or actual project timeline for the 4 references provided in Table 2 (Brunswick County N.C., Wake County, NC, & Clearwater and Sarasota, FL)? I noticed that the reference projects were 18 months (or so) or longer in nature and ours is proposed to be one year.

The periods of performance (POPs) for our clients can differ dramatically. POPs are typically driven by grant deadlines, the level of effort outlined in their RFP, and the staff they can dedicate to the COOP effort. Wake County and Sarasota county are large counties with up to 35 departments, so those projects take longer to complete. Brunswick county, however, desired COOP plans with no tabletop exercise (TTX) and the POP for that project was six months. We feel that the one-year POP is very doable for the City of College Station's COOP effort.

8. Could you expand on the COOP Planning Tool mentioned on page 41? Is this for assisting in creating the COOP or for support after the plan is completed (or both)?

Our COOP Planning Tool is a tool we developed and currently use to conduct one-on-one COOP interviews with each department. It was developed using FEMA's Continuity Guidance Circular. This tool helps guide our conversations with departments when gathering data to develop COOP plans. It also creates **efficiencies** in the data-gathering process because it **focuses conversations** on viable COOP components. A valuable tertiary benefit is that it also provides continuity in formatting across all city departments.

9. Could you provide a reference (or two) for Cities or entities in the State of Texas (i.e., City of Houston, City of Austin, or Easterwood Airport in College Station)?

Reference(s) for the State of Texas	
Name	David McCurdy
Title	Emergency Management Coordinator
Entity Name	Tarrant County Office of Emergency Management
Address	100 E. Weatherford Street, St. 404 Fort Worth, Texas 76196
Phone	(817) 884-1804
Email	dmmccurdy@tarrantcounty.com
Name	Maribel Martinez-Mejia, PhD, CEM®
Title	Director of Emergency Preparedness
Entity Name	North Central Texas Council of Governments
Address	616 Six Flags Drive, Centerpoint Two Arlington, TX 76011
Phone	(817) 704-5613
Email	MMartinez@nctcog.org

April 27, 2023
Item No. 7.3.
Engineering Services for Pole Loading Analysis

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a consulting contract for pole loading analysis (PLA) to EN Engineering for an amount not to exceed \$200,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends Council approve the award to EN Engineering and Contract 23300447 for pole loading analysis for aerial attachments onto electric facilities, for an amount not to exceed \$200,000.00 annually.

Summary: Due to the increasing number of permit applications the City is receiving for pole attachments and the critical evaluation required for pole loading analysis (PLA), CSU solicited, through a Request for Qualifications, an engineering consulting firm to assist staff with verifying PLA for new permits to ensure compliance with NESC and CSU Electric guidelines.

Nine (9) sealed, competitive bids were received and opened on February 8, 2023. After evaluating the responses on several parameters, including merit, approach, and performance history, EN Engineering is selected as the most qualified bidder.

After analyzing the historical and projected number of permits processed, staff estimates an annual cost of \$200,000.

Budget & Financial Summary: Funds are available in the Electrical Fund.

Attachments:

1. PLA 23300447--RF (CC 04.27.23)



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300447 PROJECT#: _____ BID/RFP/RFQ#: 23-030

Project Name / Contract Description: Pole-Loading Analysis

Name of Contractor:

En Engineering, LLC

CONTRACT TOTAL VALUE: \$

200,000.00

Grant Funded ☐ Yes ☒ No

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

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

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

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

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

Various capital projects or O&M accounts will be charged based on the nature of each assignment.

CRC Approval Date*: 04/13/2023 (If required)* Council Approval Date*: 04/27/2023 Agenda Item No*: _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Timothy Ray Crabb, P.E.
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

4/18/2023

DATE

John A. Haislet
LEGAL DEPARTMENT

4/18/2023

DATE

Jim Crabb
ASST CITY MGR – CFO

4/18/2023

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

City of College Station
Architects & Engineering Professional Services Contract
(without construction)

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **En Engineering, LLC**, an Illinois Corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
Scope of Services

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (The “Project”):

Pole Loading Analysis (PLA) for permitting to include, but not limited to: Right of Way permitting and Overhead Line Design for College Station Electric Utilities, RFQ#23-030

ARTICLE II
Payment

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed the following:

Two Hundred Thousand and 00/100 Dollars (\$200,000.00)

ARTICLE III
Time of Performance

3.01 The Consultant shall complete the professional services within the time(s) set forth in Sections 3.02 and 3.03. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. The Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

3.02 Term and Extension. This contract shall become effective from date of acceptance and approval by the City of College Station. It shall remain in full force and effect with firm fixed bid prices for a period of twelve (12) months. Upon completion of the original contract term and upon the mutual written agreement of both parties, the contract may be renewed for up to two (2) additional one (1) year terms [three (3) years total]. The renewal will be under the same terms and

conditions as the original contract; provided, however, that the prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

3.03 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.04 Consultant shall be responsible for the coordination of all matters relating to Consultant's performance of services on the Project, including accumulation of data, data analysis and site visits as necessary and appropriate. Consultant shall be responsible for the completeness and accuracy of all work submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes.

ARTICLE IV Performance of Work

4.01 Upon the Consultant's receipt of a letter of authorization from the City to commence its services, the Consultant shall meet with the City for the purpose of determining the nature of the Project which may include, but is not necessarily limited to coordinating Project goals, schedules, and deadlines; coordinating data collection; briefing City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports; and preparing the final report to the City.

The Consultant shall inquire in writing as to the information the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant, which the Consultant shall be entitled to rely upon for use in the performance of its professional services.

The City shall designate a representative to act as the contact person on behalf of the City.

4.02 Intentionally Omitted.

4.03 The Consultant shall perform in a manner that contemplates compliance with all applicable laws, statutes, ordinances, codes and regulations.

4.04 Upon City's request, the Consultant shall meet with City staff, the City Council and/or other City boards and commissions to make a presentation of its services on the Project.

4.05 Intentionally Omitted.

4.06 Consultant shall keep the City informed of the progress of the services and shall guard against any defects or deficiencies in its services.

4.07 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by or through Consultant pursuant to this Contract shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's work product and related documents and information relating to the Project.

- (a)** Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.
- (b)** Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section 4.07 of the Contract.

ARTICLE V

Additional Obligations of Consultant

5.01 The City may use documents prepared by Consultant for future projects. The City may elect to use the Consultant to perform such future project; however, if the City elects to use a different professional to perform such future project, that professional will be entitled to use, to the extent allowed by law, the Work Product, including the methodology, analysis or calculations used in performing the work hereunder. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The provisions of this section shall survive termination of this Contract.

5.02 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

5.03 The Consultant may use portions of the Work Product relating to this Project on other projects, but Project work shall not be used as a whole without prior written authorization by the City. The Consultant shall not use City-furnished forms, conditions, and other documents on other projects.

ARTICLE VI

Change Orders, Documents & Materials

6.01 No changes shall 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 Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project.

6.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate 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 must approve such change order prior to commencement of the services.

6.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

6.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in Article Two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

ARTICLE VII

Warranty, Indemnification & Release

7.01 As an experienced and qualified professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the services performed for the Project and the Work Product generated, including studies, reports, analyses, calculations, the designation or recommendation of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the

responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid work prepared by the Consultant, its employees, associates, agents, or subcontractors.

7.02 The Consultant shall promptly correct any defective Work Product, including any errors or deficiencies, at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

7.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

7.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while performing work on the Project including during any site visits. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

7.05 Indemnity.

- (a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN**

CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

- (b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in section 7.05.1 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.**
- (c) Consultant shall procure liability insurance covering its obligations under this section.**
- (d) It is mutually understood and agreed that the indemnification provided for in this section 7.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnifications other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

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

7.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 7.05 and 7.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE VIII

Insurance

8.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth below:

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

8.02 Types. Consultant shall have the following types of insurance:

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

8.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained 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, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

8.05 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 Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Employer's Liability limits of \$1,000,000 for each accident is required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate. Financial statements shall be furnished to the City of College Station when requested.

- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE IX Termination

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

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

ARTICLE X Miscellaneous Terms

10.01 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.

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

City of College Station

Attn: Debbie Stickles

P.O. Box 9960

College Station, Texas 77842

Consultant:

En Engineering, LLC

Attn: Lee Wilson

2119 San Pedro

San Antonio, TX 78212

10.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver

of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

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

10.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

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

10.08 The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

10.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

10.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree this Contract contains certain indemnification obligations and covenants.

10.12 Verification no Boycott Israel. 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, Consultant 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, Consultant 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 Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

10.13 Limitation of Damages. NEITHER CITY NOR CONSULTANT SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEN OR KNOWN IN ADVANCE BY EITHER PARTY, WHETHER BASED IN CONTRACT, WARRANTY, TORT OR OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE, FINANCING, FUNDING, BONDING, USE, PRODUCTIVITY OR EFFICIENCY, BUSINESS, EQUIPMENT OR FACILITY INTERRUPTION, INEFFICIENCY OR SHUTDOWN, AND DAMAGE TO BUSINESS REPUTATION. THE TOTAL AND AGGREGATE LIABILITY OF CONSULTANT FOR ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, JUDGMENTS AND AWARDS ARISING OUT OF OR RELATED TO THE SERVICES OR THIS CONTRACT SHALL BE LIMITED TO THE GREATER OF THE APPLICABLE INSURANCE LIMITS REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS CONTRACT OR \$5,000,000.

List of Exhibits

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

EN ENGINEERING, LLC

By: 
Printed Name: Lindsay Swanson
Title: Vice President South Region
Date: 4/18/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:


City Attorney
Date: 4/18/2023

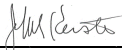

Assistant City Manager/CFO
Date: 4/18/2023

Exhibit A
Scope of Services

En Engineering, LLC Response to RFQ#23-030, as attached.



Contact: Monica Simpson

Business Development Manager

Monica.simpson@entruststol.com

(210) 477-2104

STATEMENT OF QUALIFICATIONS

Prepared for: City of College Station

**RFQ #23-030 - Engineering Services for Pole Loading
Analysis**

February 8, 2023

TABLE OF CONTENTS:

A. EN INTRODUCTION	3
B. QUALIFICATIONS	5
C. TECHNICAL ADEQUACY	8
D. EN EXPERIENCE	11
E. EN PERFORMANCE	14
F. ESTIMATING & BUDGET CONSTRAINTS	17
G. WORKLOAD CAPACITY	20
H. PROJECT APPROACH	22
<i>Quality Assurance</i>	25
CERTIFICATION PAGE	29

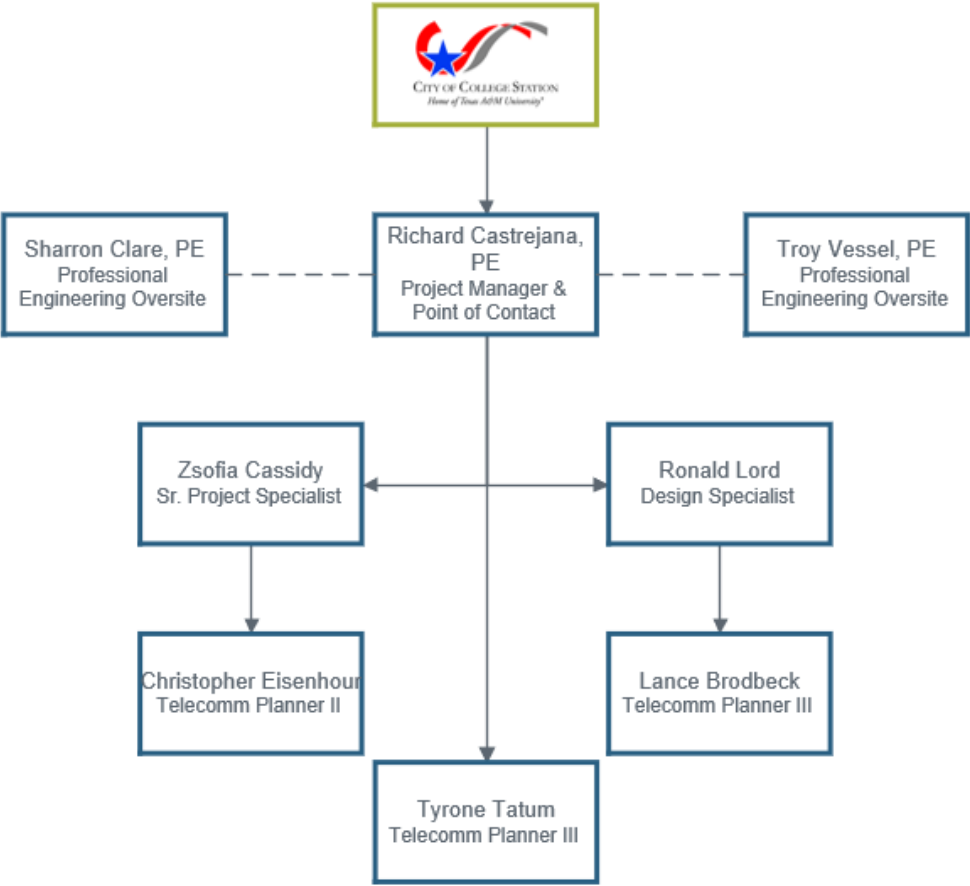
A. EN INTRODUCTION

EN Introduction

EN is a leading national engineering services firm providing comprehensive design, engineering, and consulting services to gas and electric utilities as well as other energy and industrial end-markets. With over 3,000 professionals in 36 offices nationwide, EN offers customers an unparalleled spectrum of services with expertise in electric power transmission, distribution, generation and inspection, telecommunications, natural gas and oil pipeline infrastructure, gas distribution, automation systems, integrity management, and industrial and refinery solutions. EN supplied these services to **over 500 clients** in 2022.

EN provides comprehensive and dependable inspection, engineering, environmental services, consulting, codes compliance, integrity, and process safety management services to utilities, pipeline companies, and industrial customers. With first-hand experience operating and maintaining energy infrastructure, our engineering professionals provide expertise in Gas Utility Operations, Integrity Services, Process Safety Management, Pipeline Engineering, Automation Integration, Electrical Design, and Industrial Solutions.

EN has regional 5 offices in Texas, with our employee count in Texas is over 200. EN is headquartered in Warrenville, IL, just west of Chicago.





B. QUALIFICATIONS

Qualifications

Our expansive experience with Joint Use Applications will allow us to immediately provide qualified resources in support of City of College Station. EN has executed Pole Attachment Application Processing and Pole Loading Analysis for multiple utilities. As experienced electric and telecommunication utility designers, our designers can “see both sides” and think through problems from both the electric utility’s and telecommunication provider’s perspective.

We have highly trained staff for structural analysis of poles through technology such as PoleForeman, O’Calc, Spida-Calc, and PLS-Pole. Understanding the software is critical; however, our best-in-class data collection services that utilize ikeGPS, Trimble and other arc data collector services allow us to be uniquely efficient in taking the data from the field directly into the analysis software.

Familiarity with client work management systems such as Maximo, SAP, STORMs, and many others is critical and something we deal with on a regular basis. We are commonly utilizing NJUNS, SPANs and other common joint user communication protocols in order to execute this type of work as well.

EN is currently overseeing the MCI/Verizon fiber expansion program for Duke Energy within their Midwestern territories. The scope includes a review of joint user’s design, inspecting clearances on existing infrastructure, make-ready design, structural analysis, and post-construction validation. MCI/Verizon is in the middle of a major expansion expected to take 6-12 months with around 1,000 pole requests submitted a month.

Also, EN has been providing Electrical Make-Ready, As-Builts, and Overhead engineering services for CPS Energy for over ten years and provided pole attachment processing and engineering services for over five years. Services included an initial review of submitted applications, initial field review, pole-by-pole review, and pole loading analysis review.

Below are the individuals directly responsible for the management and delivery of the proposed work.

Richard Castrejana, PE - Mr. Castrejana is a Regional Director for EN. He oversees a team of electrical and gas distribution designers and engineers that plan, design and finish-out overhead, underground, large commercial, and subdivision projects. Mr. Castrejana contributes both technical expertise and project management services to our clients. Prior to joining EN, Mr. Castrejana retired from CPS Energy after 33 years of service as the Senior Director of System Operations, Reliability, and Compliance. In his career he served in a variety of roles where he oversaw all aspects of CPS Energy’s Overhead Engineering, Underground Engineering, Residential Services Engineering, Commercial Engineering, Transmission Engineering, Substation Engineering and Distribution Planning Engineering, distribution

construction, communications engineering, NERC Compliance, and Operational IT control systems including the Outage Management System (OMS), Graphic Information System (GIS), Distribution Management System (DMS), Responsibilities included management of the SCADA Remote Control Systems and the Energy Management System (EMS). Richard received a BS, Electrical Engineering at Texas A&M University and a MS, Management of Technology, University of Texas at San Antonio. He served the TX Reliability Entity on the Member Representative Committee and Alumnus of Leadership, San Antonio.

Troy Vessel, PE - Mr. Vessel has eighteen years of experience in sales, project management, engineering management, asset management, and engineering design. He has designed and managed several electrical distribution projects for Xcel Energy in Denver, CO, and Austin Energy in Austin, TX. He has had the responsibilities of managing the Distribution Standard Department at Austin Energy. He also designed substations for Austin Energy. He has used advanced software tools and technology to support several Utility customers in the area of asset management. He consistently uses analytical thinking in the area of electric design, analysis, budgets leading to profitable business results. He led and executed several road widen projects and reconductors distribution projects designs using GIS Electric tools. Also, a sound Knowledge of best practices in estimating, project management, and construction for electrical and utility projects. Troy received a BS. Electrical Engineering, Southern University, Baton Rouge, LA, is a Professional Engineer in TX and is a member of IEEE.



C. TECHNICAL ADEQUACY

Technical Adequacy

Ron Lord – Mr. Lord is a Design Specialist and has a well-rounded O-CALC design experience. He has worked in the telecommunications industry for 9 years, beginning as an Underground Utility hand for Pennsylvania Power and Light, a Ground Locator for Utilquest and then a Lineman for the City of Castroville. Ronald has also worked on projects in Ohio pole loading for AT&T applications and Indianapolis IPL on re-conductor work. While with the City of Castroville, Ronald took initiative to go from working as a lineman, to reviewing design poles for projects across Texas. Ronald built up his knowledge base over the course of a couple years and was asked to train others.

Ronald's current position at EN is working on the Pole Loading Team as a Team Leader. Ronald mostly works on reviewing QA/QC poles loaded using O-CALC and in between that workload, he works with others to come up with solutions to discrepancies that they may find while completing their work or issues they may be having with the software. For Pole Loading Projects, Ronald is responsible for maintaining the job tracker, overseeing the Pole Loading Team as well as training.

Sharron Clare, PE – Ms. Clare is a Professional Engineer in Texas and has over 30 years of experience in the Power Industry. Her experience includes Project Management, System Protection for Transmission lines, Design of Electrical Distribution system for Municipals and Cooperatives. Sharron currently reviews approximately 16 PLA projects weekly for various clients such as CPS, GVEC, Spectrum, etc. She received a BS, Electrical Engineering University of Texas at San Antonio and is a member of IEEE.

Zsafia Cassidy - Ms. Cassidy is a Senior Project Specialist in EN's Electric Make Ready department. Zsafia is currently supporting CPS Energy's Pole Attachment Services department and responsible for creating and managing the Electric Make Ready Work Orders in CPS Energy's Asset & Resource management (ARM) system; also known as the Work Manager Information System (WMIS); and undertaking a QA/QC review of the designs in CPS Energy's ESRI GIS ARC FM Designer software for any required pole and/or other electrical equipment replacements and installations in accordance with applicable CPS Energy Design and Construction Standards. She is also responsible for providing the development of a Make Ready Electrical construction cost estimates and the status notifications of the Electric Make Ready Work Orders to both CPS Energy and the attaching entity. Prior to Zsafia's employment with EN Engineering, she worked for MasTec North America as an Electric Distribution Designer and completed overhead and underground electrical designs as a contractor for Florida Power and Light. Mrs. Cassidy graduated in 2009 from the Budapest University of Technology and Economics (Hungary) with a Major in Engineering and Management.

Lance Brodbeck - Mr. Brodbeck is a Telecommunications Planner III for EN's Telecommunication department. Lance provides pole loading analysis for joint use

permitting for various telecommunication companies. Prior to joining EN, Lance worked for GVTC as the Manager of Outside Plant responsible for all of GVTC's OSP engineering and construction operations. For this project, Lance will provide PLA analysis via Osmose O-Calc software.

Christopher Eisenhour – Mr. Eisenhour is a Telecom Planner II for EN's Telecommunication department. Christopher is currently working on the Joint Use Attachments (JUA) and permitting team in San Antonio, Texas on behalf of various telecoms. Christopher works on the initial review of applications for attachment. Prior to joining EN, Christopher worked with Charter Communications for sixteen years as a Construction Coordinator where he oversaw the construction, build out of various projects including permitting needed for the projects, and post construction reviews. Projects ranged from single customer residential and commercial new construction to Multi-Tenant Unit (MTU), Hospitality, and New Residential Subdivisions.

Tyrone Tatum – Mr. Tatum is a Telecommunications Planner III and the QA/QC for Pole Attachments Applications. His area of expertise is in NESC and CPS Energy Standards. Ty attended college at the University of Texas at San Antonio (UTSA) where he got his BA in Anthropology/Archaeology. While attending school he interned at the Center for Archaeology (CAR), on campus, where he continued to work after graduation for the next 3 years. Then as an Environmental Scientist at Talon LPE, he helped restore contaminated soil (from broken pipelines) by processing on site, testing, and finally refilling the trench with the now clean soil for future cattle use. That dedication and attention to detail had prepared Ty for his current journey, Telecom Planner. With approximately 10 years' experience with CPS Energy, Ty will provide QA/QC assistance for this project.



D. EN EXPERIENCE

EN Experience

Description - ADB/MCI attaching to CPS, 2110DAEI-1.2 - BH-NE_BORGFELD_BATCAVE PART 1.2

Team Leader - Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Jose Saucedo, ADB Companies, 314-426-5200, www.adbcompanies.com

Description – Pathway Attaching to Texas New Mexico Power, PA5057169 - HAMILTON

Team Leader – Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Nancy Jackson, Senior Joint Use Administrator, PNM / TNMP Joint Use Department, 254-675-3908 x36131, Nancy.Jackson@pnmresources.com

Description – Spectrum attaching to Medina Electric Co-Op, 3991956-1 Stinson RV Park

Team Leader – Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Chad Burns, Senior Manager, Construction – S. Texas, Spectrum, 408-763-7317, Chad.burns@charter.com

Description – Suddenlink attaching to Victoria Electric Co-Op Power, 8363563 Victoria Walk out

Team Leader – Ron Lord

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Ken Bates, Utility Associate, Altice USA, 512-656-8273,
Ken.bates@alticeUSA.com

Description – Google Attaching to CPS, NT – 158 Bulverde

Team Leader – Ron Lord

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Luke Rickel, Engineering Lead – Central TX, Google Fiber, 210-722-6429, lrickel@google.com

E. EN PERFORMANCE

EN Performance

Description - ADB/MCI attaching to CPS, 2110DAEI-1.2 - BH-NE_BORGFELD_BATCAVE PART 1.2

Team Leader - Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Jose Saucedo, ADB Companies, 314-426-5200, www.adbcompanies.com

Description – Pathway Attaching to Texas New Mexico Power, PA5057169 - HAMILTON

Team Leader – Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Nancy Jackson, Senior Joint Use Administrator, PNM / TNMP Joint Use Department, 254-675-3908 x36131, Nancy.Jackson@pnmresources.com

Description – Spectrum attaching to Medina Electric Co-Op, 3991956-1 Stinson RV Park

Team Leader – Ron Lord / Tyrone Tatum

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Chad Burns, Senior Manager, Construction – S. Texas, Spectrum, 408-763-7317, Chad.burns@charter.com

Description – Suddenlink attaching to Victoria Electric Co-Op Power, 8363563 Victoria Walk out

Team Leader – Ron Lord

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

Year 2022-2023

Client Contact: Ken Bates, Utility Associate, Altice USA, 512-656-8273,
Ken.bates@alticeUSA.com

Description – Google Attaching to CPS, NT – 158 Bulverde

Team Leader – Ron Lord

Firm's Role – Consultant

Pole Loading Analysis PLA Poles Based on Field Data provided by Fielding team and attaching new telecom Based on application/make ready provided by the Make Ready team. PLAs and Application Submitted for final review/verification. PLA Package created and the submitted to PE for Seal.

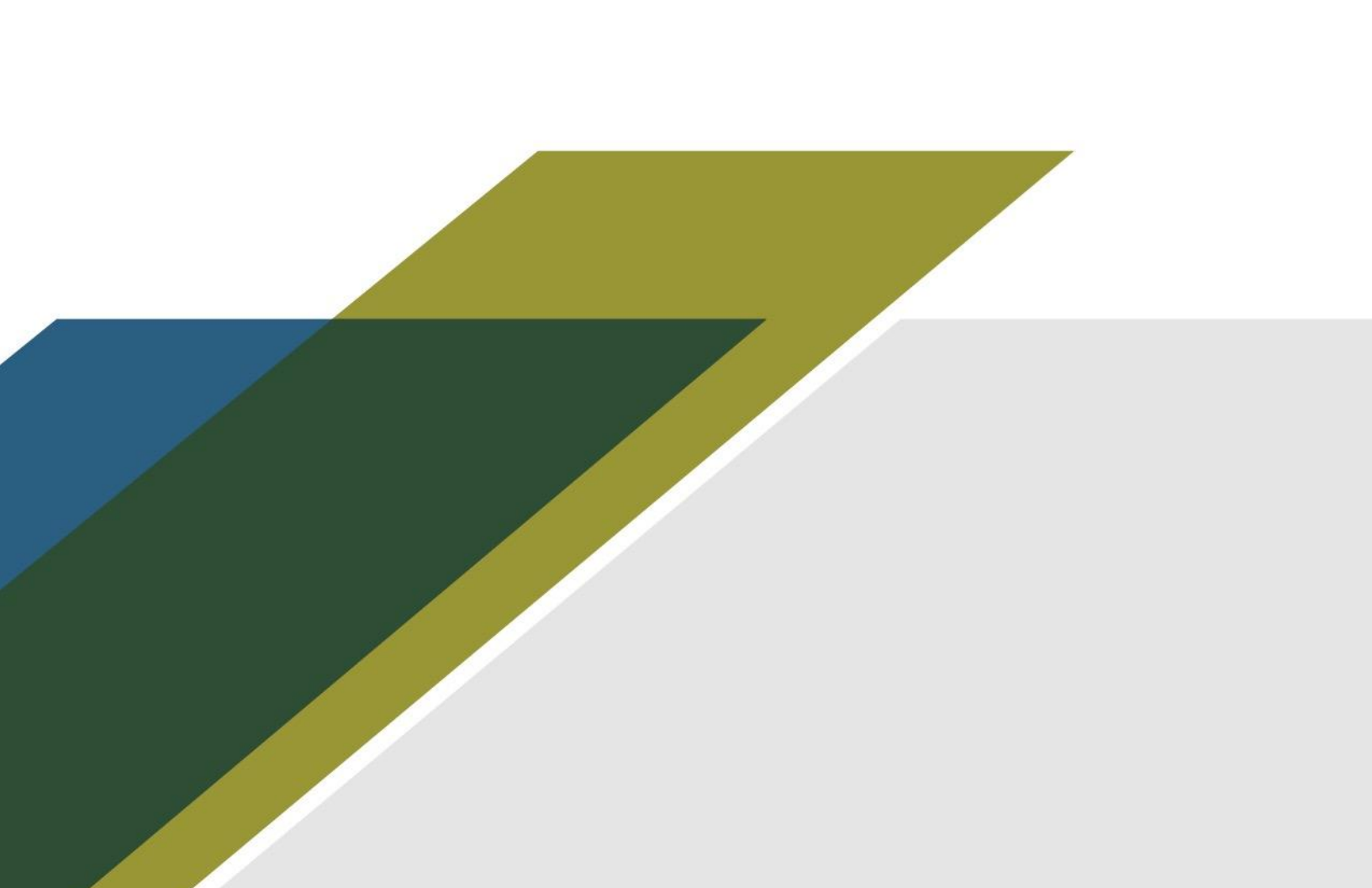
Year 2022-2023

Client Contact: Luke Rickel, Engineering Lead – Central TX, Google Fiber, 210-722-6429, lrickel@google.com

The success of EN's performance on projects can be attested to by the following:

EN has implemented a quick fix with several of our clients for the application process in order to meet deadlines. The quick fixes could entail lower or raising the connections or placing the fiber underground. It is not by happenstance that 80% of EN revenues are derived from repeat clients.

In addition, EN is available to answer questions via phone or teleconference as requested by the client PM should an obstacle be encountered during installation. If the SOW specifies site visits, the EN Lead, or designated person will visit the job site and submit a report.



F. ESTIMATING & BUDGET CONSTRAINTS

Estimating & Budget Constraints

Given that most of our client budgets are confidential, below is a summary of the measures taken to ensure projects are within budget and on schedule.

Project Management and Controls at EN consists of integrating scheduling, cost control, and manpower planning. The project schedule is incorporated into our accounting system along with planned costs. Actual project expenditures are tracked against the project plan to gauge progress status and identify any potential issues.

Communication between project management, staff, and clients facilitates this process. Project progress reports are issued at regular intervals. Project status meetings often include discussions regarding schedule and cost. Variances are identified and action plans and forecasts are developed to ensure adherence to budget and schedule. Project scope is also monitored to assist in change management.

Components of our project management system and quality control plan include:

- a detailed project communication plan, including ongoing client review meetings,
- adhering to the safety plan, and
- the ability to provide necessary construction support.

These are all completed with the proper level of document control and software utilization. This approach conforms to our ISO 2001:9015 certified quality management system.

Cost Management & Time Management Tracking

EN understands that it is critical to have adequate tools and resources to track and manage project costs on a real-time basis. We have cost tracking programs and processes that allow us to track all aspects of project costs throughout the project. Work deficiencies and impending cost overruns are often the result of poorly completed cost estimates or changes in the project design requirements or scope that are not communicated and documented. We understand the importance of clearly communicating and documenting changes in project design requirements and scope as the revisions and issues are identified. The impact to cost and schedule must also be determined and communicated as the revisions are identified. These changes must be approved by the client representative before commitments are made that impact cost and schedule. If issues arise during the project, we will immediately communicate them to the customer and work with the customer to get back on schedule and control cost overruns. We will evaluate all our current deadlines, reprioritize our work, reassign staff and add staff if necessary to get back on track.

EN utilizes the Deltek Vision system to accumulate all invoices, material purchases, expenses, and labor costs and assigns and tracks the costs by project and phase.

Various reports can be generated based upon the level of detail or project measurements that are desired by either the client or by EN's management team. Reports are generated that indicate project costs, revenues, and hours to date, as well as forecasting remaining hours and costs for the project. Through our system, EN project managers have the ability manage change as needed and track additional scope requests independently.

Scheduling

All items related to schedule and preliminary design scope of the project shall be sent via email to the Client Project Manager and others, as requested. All transmittals will be sent electronically or in hard copies as required by the Client. Schedules can be developed to the appropriate detail level as requested by the client.

EN utilizes several software resources to assist with project management and design:

- Scheduling Software – These programs will be utilized to coordinate all scheduling activities. EN will utilize Primavera or Microsoft Project Scheduling Software to assist in the project control process.
- Microsoft (MS) SharePoint – This is utilized to establish our process workflows and approval systems.
- Deltek Vision™ - This system provides all labor hour tracking, billing and project reporting tools for each project across the entire array of clients.



G. WORKLOAD CAPACITY

Workload Capacity

EN is a leading national engineering services firm providing comprehensive design, engineering, and consulting services to gas and electric utilities as well as other energy and industrial end-markets. With over 3,000 professionals in 36 offices nationwide, EN offers customers an unparalleled spectrum of services with expertise in electric power transmission, distribution and generation, natural gas and oil pipeline infrastructure, gas distribution, automation systems, integrity management, and industrial and refinery solutions.

With over 1,000 degreed engineers, our engineers hold degrees in a broad range of disciplines including mechanical, electrical, civil, chemical, metallurgical, geological, telecommunications and petroleum engineering. This, combined with many years of hands on experience, provides a skill base unmatched in our industry. Included on our staff are many registered professional engineers, NACE-certified engineers, cathodic protection specialists and certified coating specialist, degreed metallurgists as well as procurement specialists and designers/drafters with expertise in both AutoCAD® and MicroStation®.

Our engineers and drafters have not only the technical training but actual field experience in project management, construction management, operations and field data collection, surveys and repairs. This experience provides them with a perspective that allows easy communication with the client and a thorough understanding of the issues associated with operating a system.

Teams consist of Project Managers and a combination of Project Engineers, Design Engineers, Designers, and Drafters depending upon project stage and requirements. The number of team members can vary throughout projects depending upon the scope of work being completed and the schedule requirements. The project team also has access to subject matter experts, from other engineering or other project disciplines, where a need for additional expertise may arise. Given the proximity to the City of College Station and that we have over 200 personnel in Texas, EN will be able to serve the project locally.

EN understands that City of College Station is held to tight deadlines to review, process, and complete customer requests. We are accustomed to the fast pace of Pole Loading Analysis work and are ready to support City of College Station in this process.



H. PROJECT APPROACH

Sample Project Approach

Structure of Team

The org chart in the EN overview section outlines the structure of the project team. EN does not anticipate the use of subcontractors to perform the PLA work.

Sample Work Plan

1. Received proposal request for joint use attachment
2. Review proposal and schedule field data collection
3. Complete desktop review of pole ownership & routing.
4. Identify pole(s) requiring structural analysis during field visit. Complete measurements and model identified City of College Station structural analysis tool.
5. Complete pole condition assessment & existing attachment heights on pole
 - a. Determine if pre-attachment engineering, limited pre-attachment engineering or work order engineering shall be required for each pole
6. Identify & assign poles not meeting clearance requirement or failing inspection that require work order engineering. Separate work order engineering team to be assigned to each proposal to execute the assignments most efficiently
7. Complete Covermap with make-ready solution identified
8. Submit communication to other utilities to communication any attachment adjustments or modifications to their facilities that are required
9. Upon notification, schedule and complete post-attachment inspection of poles. Notify City of College Station that work was done to requirement or identify construction issues and path forward to rectify those issues
10. Submit communication if corrections required
11. Complete second and subsequent post inspections as required

Project Management

EN manages projects using the latest in Project Management Institute methods to ensure schedule adherence and cost control. In addition, we leverage analytics and metrics to ensure that we are continually improving the deliverable. We begin each project or program by assigning a Project Manager who is responsible for coordinating all work. Project Managers manage the scheduling, purchasing, resource allocation and coordination of all project activities. The Project Manager is the client interface and works as a client advocate within EN. It is the Project Manager's responsibility to ensure that the project is completed on time, within budget and meets or exceeds the client-expectations.

A project team typically consists of a combination of field technicians, project engineers, design engineers and designers depending upon project requirements. The number of team members varies throughout a project dependent upon the complexity and schedule requirements. The project team also has access to subject matter experts in any area where a need for additional expertise may arise. This

allows us to offer the best product at the lowest possible cost. At a high level our process consists of the following:

1. Program kick-off
2. Execution process development
3. Field data collection
4. Calculations & design execution
5. Quality checks
6. Project close-out

Program Kick-Off

During the program kick-off phase the project manager meets with the client or representative to discuss and align around project scopes, project deliverables, schedules, budget, and quality measures. This meeting is critical as this serves as a touch point for the PM and client to adjust and shape the results of the program or project. Our PM's will meet with client stakeholders to define the aforementioned targets and any production measures that need to be tracked and developed. This information will be documented and shared with the team to ensure all parties are clear on the deliverables.

Execution Process development

The PM will then work with the project team to develop and document an execution process from project receipt through the QA/QC process and final deliverables in order to identify any process gaps, technical challenges, or training required to meet client expectations. We have found over the years that documenting this process helps uncover challenges which then can be remediated quickly. It also serves to onboard and train any new individuals who may be added to the project as volumes of the as-needed services fluctuate and/or scopes are changed.

Field Execution

After a notice-to-proceed is issued, EN's fielding work will commence.

Once our field technicians have completed their daily assignments, they upload all pictures and notes along with our field noting Quality Control checklist to a centralized internal holding location, which then flags our lead field technician to Q/C the field notes. The lead field technician's follows internal and/or client checklists to ensure that all field data is adequate to the client and EN standards. If field notes meet the quality requirements, our lead technician then updates our internal database, which flags that the project is ready for design. Once a project is ready for design, our project manager will assign the project to a design engineer.

Design Execution

Once field noting is completed, our engineers will work to complete the design package submittal according to the client, NESC, and NEC standards. All designs will be created in the software of choice of the client.

EN will complete additional site visits when necessary and engage appropriate departments for project dependencies (including but not limited to engineering, right

of way, planning, etc.). EN will utilize notification task list for all components of project. All tasks will be complete for project submittal. EN will upload all necessary documents for design project review as specified the client. EN will be responsible for estimating and billing projects to customers (where applicable). As required by the client, EN will assume point of contact for the customer for duration of project. A completed design package will include but is not limited to the following:

- Stamped Final Design Drawings
- Design Inventory Report
- Staking Sheet
- Plan & Profile drawings (if applicable)
- Conduit Plan (if applicable)
- Typical Trench details (if applicable)
- Structure & Foundation Drawings (if applicable)
- Compatible Unit Drawings
- Material Summary
- Reference Photos
- Pole Loading Calculations
- Cable Pulling Calculations
- Cost Estimates

The final drawing packages will consist of the correct symbols and labels to the client standards. Once the design has been completed, the designer will submit the project and design checklist to our internal Q/C team.

Quality Checks

Our Q/C team has a checklist they create/update to current client standards. The Q/C checklist helps our team be more efficient and consistent with the mark-ups. This also helps provide a high-quality product and to ensure accuracy. When the Q/C team and Design Manager (Electrical P.E.) are done with the review they will send back to the designer along with the design and Q/C checklist. The designer is then responsible for fixing all redlines and marking/highlighting to show they were done. The designer will then send back the entire design package to the engineer that reviewed the project to ensure that all mark-ups were caught and updated. When the Q/C team member ensures that all mark-ups were completed they will send back to the designer for submittal. Upon completion of the design, EN will submit all design documents to the client for review and approval.

Project Close-out

Additionally, during construction, EN will consult with construction crews as needed for any change orders and/or design issues through project close-out.

Quality Assurance

As an organization, EN has invested in the tools, methodologies, and instituted proven processes honed from delivering thousands of prior like-projects to ensure a

consistent and documented approach to every new project we undertake. Our employees are supported by an infrastructure consisting of proven processes, methodologies, and communication standards to support all their efforts. We implement strict quality control procedures, focus on risk management mitigation strategies, and ensure multi-pronged communications are implemented across internal and external stakeholders across the projects we undertake. EN develops and maintains a Quality Management System that is specific to the services and deliverables provided by our organization. EN received the ISO 9001:2008 certification for our Quality Management System standard in 2008 and we are currently an ISO 9001:2015 certified company. It is important to understand that while we adhere to the ISO 9001:2015 standard requirements, everything that we do is part of our Quality Management System. Quality performance is one of the cornerstones of our company culture and is considered a personal responsibility of all employees. To maintain quality performance of all business units at the highest level, the following aims are pursued:

- To fulfill or exceed Customer needs and expectations by delivering a quality product in a consistent and timely manner.
- To cultivate and maintain the commitment to continual improvement and communicate our goals and objectives to every employee.
- To promote a working environment where training and tools are provided for all work to proceed in a safe and efficient fashion.
- To furnish a system of policies which are periodically reviewed to ensure the ability of all groups to perform their work effectively.

EN will follow our ISO process for project reviews and all project deliverables will be transmitted via a secured site. Every project will have three EN Required Quality Reviews.

- 1) Formatting Quality Review (FQR) which is a detailed review of drafting and formatting and templates and client standards
- 2) Engineering Quality Review (EQR) where the intent is to ensure project requirements have been met
- 3) Inter-Disciplinary Review which includes a cross-unit review and tries to identify inconsistencies between package components

In addition, EN has standardized the tracking of quality reviews; this ensures that all review information is quickly accessible, retrievable, and complete. EN's strict QA/QC process ensures a finished work product that will meet the client standards. However, in the situation where errors or omissions in the materials developed by EN as part of this project are identified by EN or the client, the engineering team will work diligently to ensure the matter is corrected in a timely fashion.

Project Controls

Project controls are incorporated on each project via bi-weekly review of timelines and monthly financial review of each project to ensure projects are maintaining adequate cost control for our clients and keeping the project on schedule. Our project controls specialists can utilize P6 scheduling as well as have expansive experience

in several asset management and software tools. EN also utilizes The Deltek Vision system (see below) for internal project management and financial reporting.

Construction Management (Constructability Review and Quality Inspection)

EN has provided construction management services for the implementation and construction of various projects throughout the US. EN advises the owner and their contractors on construction sequencing, work methods, and resolutions to installation challenges.

Systems

EN typically utilizes any client systems that they prefer. Our system experiences include, but are not limited to:

- MS Project – this system can be utilized to coordinate all scheduling activities. Integration across all entities provides calculation of earned value as the project progresses with early identification of risk areas and development of risk mitigation plans;
- Primavera P6 – this system can be utilized to coordinate scheduling activities;
- Deltek Vision™ - this system provides all labor hour tracking, billing and project reporting tools for each project across the entire array of clients;
- Internally Developed Excel™ Spreadsheets –enable EN to calculate sizing requirements for pumps, valves and tanks etc.;
- Microsoft SKYPE or Team Meetings – enable EN to communicate with customers in remotely while viewing project documents in real time at multiple locations. This enables us to avoid significant travel requirements thereby reducing costs to the project;
- Various Work management and financial reporting system software and tools.

Reporting and Deliverables

The EN PM and PM support staff would be responsible for managing the project and reporting to the client using the system/software tools that the client prefers. The reports will be at the cadence that the client chooses. The reporting will highlight activities completed since the previous, activities planned for time between the next report, issues that need resolution, man-hours expended vs. budget, and items that may impact schedule or price.

An example of the outline for the reports would be as follows, EN will tailor reporting to the client's specific project needs:

- Highlight of Activities
- Completed Activities from Previous Period
- Planned Activities Current Period
- Issues and Concerns that Require Resolution
- Risks to the project
- Man-hours report Actual vs. Budget
- Man-hours spent by discipline for last period
- Total Man-hours spent by discipline
- Percent complete

- Forecast of man-hours to complete
- Total dollars spent to date
- Forecast of project cost
- Items Impacting Schedule and Costs
- Risks to the project
- Project change notices

Other Deliverables include but are not limited to:

- Project Execution Plan
- Project Staffing Plan
- Site specific concept Engineering Reports, Scope Documents / Statements of Work
- Site specific Safe Work Plans
- Formal Weekly Progress Report
- Project Schedule (weekly during construction)
- Mid-Month Financial Confidence Projection
- Monthly Accruals
- Monthly and Annual Forecasts (LE, LRP)
- Monthly schedule and financial variance reports
- Earned value report updates
- Environmental Permitting Matrix
- Risk Register
- Resource graphs
- Commodity tracking graphs
- Action Item List including project closeout and retention documents, Scope Change Notices (SCNs), and Field Change Request (FCRs), and lessons learned documents
- Punch List Item List

Commitment to Safety

At EN safety is our first priority. Our clients and the community entrust us to keep safety first when managing any project. This includes addressing all industry and client regulations and standards. We insist on a safe workplace for our employees, subcontractors, clients and the community. We have set our safety objective at ZERO for vehicle accidents, property damage, lost time, and medical aid injuries.

CERTIFICATION PAGE

CERTIFICATION

The undersigned affirms that they are duly authorized and qualified to submit this SOQ. The undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement for Professional Services subject to the modifications described in the redlines sent separately.

Signed By: Lee E Wilson Title: Proposal Support Manager

Typed Name: Lee Wilson Company Name: EN Engineering, LLC

Phone No.: 630.225.6074 Fax No.: 630.353.7777

Email: lwilson@entrustsol.com

Bid Address: 28100 Torch Parkway, Suite 400, Warrenville, IL 60555
P.O. Box or Street City State Zip

Order Address: 2119 San Pedro Avenue, San Antonio, TX 78212
P.O. Box or Street City State Zip

Remit Address: PO Box 5618, Carol Stream, IL 60197-5618
P.O. Box or Street City State Zip

Federal Tax ID No.: 36-4485185

DUNS No.: 02-958-3320

Date: 02/08/2023

Number of Addenda Acknowledged: #1 (dated 1/20/23) & #2 (dated 2/2/23)

END OF RFQ No. 23-030

*****DO NOT MODIFY THIS FORM*****

Exhibit B
Payment Terms

Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$ 234.00 per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of Ten percent (10 %) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract (\$ 200,000.00).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

EN Engineering, Inc.
2023 Engineering Rate Schedule
HOURLY ENGINEERING RATES

Position Description	Rate per Hour
Principal/ Officer	\$235.00
Professional Engineer (PE)	\$220.00
QA/QC Project Manager	\$190.00
Project Manager (SME)	\$165.00
Senior Engineer	\$190.00
Project Engineer	\$135.00
Senior Engineering Planning	\$120.00
Engineering Planner	\$105.00
Project Coordinator	\$85.00
Permit Coordinator	\$85.00
GIS Technician	\$105.00
Senior Field Inspector	\$110.00
Field Inspector	\$100.00
CAD Tech II	\$95.00
CAD Tech I	\$85.00
Business Analyst	\$85.00
Substation Specialist	\$165.00
Substation Technician	\$110.00
Registered Professional Land Surveyor	\$165.00
Surveyor Technician	\$105.00
Surveyor Crew / Person	\$85.00
ROW Agent	\$110.00
Admin / Clerk	\$65.00

Overtime work shall be invoiced at one and one-half times the standard compensation rates when required and pre-approved by CSU. Any work required by client during federally recognized holiday(s) shall be compensated at two times the standard rate

v

2023 Rate Schedule							
Item	Item	Deliverable	Description of Deliverable Work	Phase/Time Frame	Compensation Description	Labor	Vehicle/ Other
"Back Office" Engineering	A	Initial Application Review	-Perform initial intake processing of Application upon receipt from Attaching Entity. This review is required to verify that the submitted Application is complete and has been submitted in compliance with the CSU's Pole Attachment Standards. (Applications may contain up to 120 Poles for wire Attachments.)	Process Applications within the time-lines provided in the Pole Attachment Standards.	Unit Price – Price per Pole Submitted	\$2.50	
	B	Pole Loading Analysis (PLA) Review	-Perform an engineering review of the Application to ensure that all Poles requiring a Pole Loading Analysis (PLA) have been submitted with the required PLA. -Review the submitted PLAs for compliance with all Applicable Engineering Standards.	Process Applications within the time-lines provided in the Pole Attachment Standards.	Unit Price – Price per with PLA Pole Submitted	\$27.00	
	C	Make-Ready Electrical Design	-Review and approve Make-Ready Engineering design documents for communication wire and small cell wireless Attachments in CSU's system as submitted by Attaching Entities. -Produce Make-Ready Electrical Construction design documents and cost estimates and submit to Attaching Entity for approval.	Process Applications within the time-lines provided in the Pole Attachment Standards.	Unit Price – Price per Pole requiring Make-Ready Engineering	\$58.00	
	D	Make-Ready Engineering	-Produce Make-Ready Engineering design documents in CSU's GIS system for Attaching Entities operating Private Networks -Produce Make-Ready Electrical Construction design documents cost estimates and submit to Attaching Entity for Approval	Process Applications within the time-lines provided in the Pole Attachment Standards.	Unit Price – Price per Pole requiring Make-Ready Engineering	\$290.00	

v

	E	Application Close-out	-Complete all necessary "As-built" corrections and applicable field measurements and inspection reports and enter them into CSU's GIS System. -Ensure all information regarding the Pole and Attachments is accurate and up to date. -Ensure all documentation related to the Application is complete.	Process Applications within the time-lines provided in the Pole Attachment Standards.	Unit Price – Price per Pole Submitted	\$18.00	
	F	Invoicing & Billing of Attaching Entity	-Prepare monthly invoice and documentation for work undertaken for each Attaching Entity. -Submit to CSU's Pole Attachment Services Office for review. -Following CSU's approval, submit to Attaching Entities. -Prepare monthly A/R report for CSU's Pole Attachment Services Office.	Monthly	Unit Price – Price per Invoice Submitted	\$110.00	
	G1	Other	Create GIS Map (Optional)		Unit Price per 25	\$55.00	
	G2	Description of other services which may be invoiced to College Station Utilities	Cost Estimate		Pole Increment Unit Price per 25	included in item D	
	G3		Create Work Request Number		Pole Increment Per WR# Created	26	
	G4		Coordination with Attaching Entities /Contractors on permit items, issues, markups, overlapping permits.		Time & Expense – As required	T&E	
Field Inspection Work	H	Initial Field Inspection of Application	-Perform initial field inspection following receipt of Application from Attaching Entity. This inspection is required to verify that field physical data provided on the Application is accurate. (Applications may contain up to 120 Poles for wire Attachments.)	Perform all field inspections within the time frames provided in the CSU's Pole Attachment Standards	Unit Price – Price per Pole Inspected	\$11	\$2.55 per mile

v

	I	Make-Ready Electrical Construction Inspections	-Perform Make-Ready Electrical Construction on-site inspections and coordination with Attaching Entity's Make-Ready Electrical Construction contractor to ensure the work is completed in compliance with the Applicable Engineering Standards. (Only required for those Attaching Entities utilizing the Competitive Provider - Area Wide Network Deployment process.)	Perform all field inspections within the time frames provided in the CSU Pole Attachment Standards	Unit Price – Price per Pole Inspected	-\$215 per Pole with transformer changeout - \$165 per Pole changeout only - \$55 per Pole - other (ie. Neutral raised, Riser extended, etc.)	\$2.55 per mile
	J	Conduct Post-Construction Field Inspections (Initial)	-Perform Post-Construction Inspection following notice by Attaching Entity that all work is complete on an Application. Engineer will verify that with all construction is in compliance with the Applicable Engineering Standards. Data to be gathered at the job site includes: identification and measurements of all Attachments. -Prepare Post-Construction Inspection report for College Station Utilities and Attaching Entity noting any deficiencies and required corrections.	Perform all field inspections within the time frames provided in the CSU's Pole Attachment Standards	Unit Price – Price per Pole Inspected	\$25.00	\$2.55 per mile

	K	Conduct Post-Construction Field Inspections (Subsequent)	-Perform subsequent Post-Construction Inspection following notice by Attaching Entity that all work required to be corrected has been completed. Engineer will verify that with all construction is in compliance with the Applicable Engineering Standards. Data to be gathered at the job site includes: identification and measurements of all Attachments (if modified). '-Prepare Post-Construction Inspection report for College Station Utilities and Attaching Entity noting any deficiencies and required corrections.	Perform all field inspections within the time frames provided in the CSU's Pole Attachment Standards	Unit Price – Price per Pole Inspected	\$30.00	\$2.55 per mile
	L1	Other	Field Locating/Staking. Coordination with Locators. (Private Network)		Time & Expense – As required	See hourly Rates	\$2.55 per mile
	L2	Description of other services which may be invoiced to College Station Utilities.	Mileage		Per Mile		\$2.55 per mile
Work Directly for College Station Utilities	M	Documentation of Application Process	-Record the status of each Application through the Application process, including invoicing, as provided in the Pole Attachment Standards and contractual requirements. -Provide reports and metrics to CSU, consistent with policies established by the Pole Attachment Services Office or as requested by the Pole Attachment Services Manager.	Create database and reports within time periods provided in the Pole Attachment Standards, contractual obligations with Attacher Entities, and as required by College Station Utilities.	Time & Expense to prepare report	See hourly Rates	
	N	Safety Incident Reports	Report all vendor safety incidents to the CSU's Pole Attachment Services Manager in the format requested by College Station Utilities.	Immediately at time of occurrence or as soon as practical thereafter.	Time & Expense to prepare report	See hourly Rates	\$2.55 per mile

	O	Customer Contacts Reports	Provide a brief description of any contact with CSU's customers. Report should include issue discussed and resolution of issue (pending or completed).	Within one(1) business day of contact. Immediately, if escalation required.	Time & Expense – As required	See hourly Rates	\$2.55 per mile
	P	Application Process Status Reporting	Provide College Station Utilities with reports regarding the status of all Pole Attachments Applications in progress.	Weekly, or as requested CSU.	Time & Expense – As required	See hourly Rates	
	Q	Program Performance Reporting	Provide College Station Utilities with higher-level reports regarding the work undertaken in a given month related to the CSU's Pole Attachment Program. Report to include narrative and dash-board level information.	Monthly, or as requested CSU	Time & Expense – As required	See hourly Rates	
	R	Technical "White-Papers" or Other Studies/Special Assignments	Provide College Station Utilities with technical assistance in the development of "white-papers" or other appropriate technical documentation or special assignments.	As requested CSU	Time & Expense – As required	See hourly Rates	\$2.55 per mile
	S1	Other Description of other services which may be invoiced to College Station Utilities	Major Project build Acceleration		Time & Expense – As required	See hourly Rates	\$2.55 per mile
	S2		Major Project schedule "slippage"		Time & Expense – As required	See hourly Rates	
	S3		Other Project Management - - Project management & coordination required by College Station Utilities		Time & Expense – As required	See hourly Rates	

Exhibit C
Certificate(s) of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/15/2023

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 USA LLC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): 866-966-4664 E-MAIL ADDRESS: Chicago.CertRequest@marsh.com FAX (A/C, No): 212-948-0770
CN110-063-6-ENE-GAWUE-22-24	INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance of Hartford INSURER B : American Casualty Co of Reading PA INSURER C : N/A INSURER D : Valley Forge Insurance Company INSURER E : Beazley Insurance Company, Inc. INSURER F :
INSURED EN Engineering, L.L.C. 28100 Torch Pkwy Suite 400 Warrenville, IL 60555-3938	NAIC # 20478 N/A 20508 37540

COVERAGES

CERTIFICATE NUMBER:

CHI-010119055-12

REVISION NUMBER: 21

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	7011943656	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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	X	X	7011943673	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
D B	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	X N / A	WC 7 11943690 (CA) WC 7 11943687 (AOS)	01/01/2023 01/01/2023	01/01/2024 01/01/2024	☒ 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
E	Professional Liability			C29DF7230401 Deductible: \$1,000,000	01/01/2023	01/01/2024	Each Claim: \$ 1,000,000 Aggregate: \$ 2,000,000

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

RE: Contract #23300447

City of College Station is included as Additional Insured where required by written contract with respect to General Liability and Auto Liability. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. Retroactive Date: Full Prior Acts

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn: Retha Youell 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 <i>Marsh USA LLC</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 48; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7011943673

Policy Effective Date: 01/01/2023

Policy Page: 117 of 124



WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ENTRUST SOLUTIONS GROUP, LLC

Endorsement Effective Date: 01/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7011943673

Policy Effective Date: 01/01/2023

Policy Page: 28 of 124

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

- 1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
- 2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or
- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have



**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

CNA74858XX (1-15)

Page 16 of 18

Nat'l Fire Ins Co of Hartford

Insured Name: EN ENGINEERING LLC

Policy No: 7011943656

Endorsement No: 10

Effective Date: 01/01/2023

**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c)** Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.





NOTICE OF CANCELLATION OR MATERIAL CHANGE - DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

10 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	CITY OF SANTA CLARA
Attention:	C/O INSURANCE DATA SERVICES
Street Address:	PO BOX 100085 - S2, INSURANCE COMPLIANCE
City, State, ZIP:	DULUTH, GA 30096-9302
e-mail address:	

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA72315XX (04-2019)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 49; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 7011943673

Policy Effective Date: 01/01/2023

Policy Page: 118 of 124



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. ☐ Specific Waiver

Name of person or organization

☒ 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% 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: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 110; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 7 11943687

Policy Effective Date: 01/01/2023

Policy Page: 131 of 133

**CNA PARAMOUNT****Changes - Notice of Cancellation or Material
Restriction Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	CITY OF COLLEGE STATION
Address:	PO BOX 9960 COLLEGE STATION TX 77842

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA74702XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: EN ENGINEERING LLC

Policy No: 7011943656

Endorsement No: 38

Effective Date: 01/01/2023



TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

1. Number of days advance notice: 10 Cancellation for Non-Payment of Premium
30 Cancellation other than Non-Payment of Premium
30 Notice of Non-Renewal
2. Notice will be mailed to:
CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION, TX 77842

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 06 01 (01-1994)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 112; Page: 1 of 1

Policy No: WC 7 11943687

Policy Effective Date: 01/01/2023

Policy Page: 132 of 133

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

April 27, 2023

Item No. 7.4.

Franchise Agreement Ordinance with Frontier Waste Solutions - Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Core Service and Infrastructure

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

Summary: This item is an ordinance granting Frontier Waste Solutions a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Frontier Waste Solutions to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

Currently, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Frontier Waste Solutions Franchise Agreement Signed



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300437 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: Frontier Texas Ventures I, LLC DBA Frontier Waste Solutions

CONTRACT TOTAL VALUE: \$ N/A Grant Funded ☐ Yes ☒ No
If yes, what is the grant number:

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

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

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

Two City Council readings required for this Franchise Agreement; scheduled for April 13, 2023 & April 27, 2023.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 4/13&4/27 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/20/2023
DATE

John A. Haislet
LEGAL DEPARTMENT

3/20/2023
DATE

Jim Enos
ASST CITY MGR – CFO

3/20/2023
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

WASTE COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, FRONTIER TEXAS VENTURES I, LLC, DBA FRONTIER WASTE SOLUTIONS, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

Table of Contents

Article I. Definitions	3
Article II. Grant of Authority and Acceptance	4
Article III. Payment and Term	4
Article IV. Access to Records & Reporting	6
Article V. Rates to be Charged by Contractor	6
Article VI. Appearance of Personnel and Equipment	6
Article VII. Collection and Transport of Recyclables	7
Article VIII. Placement of Receptacles	7
Article IX. Service Complaints	7
Article X. Disposal and Processing	8
Article XI. Violation and Penalty	8
Article XII. Insurance	8
Article XIII. Indemnification and Release	9
Article XIV. Disputes and Mediation	9
Article XV. General Terms	10
Exhibit A. Schedule of Rates	13
Exhibit B. Insurance Requirements	14
I) Standard Insurance Policies Required:	14
II) General Requirements Applicable to All Policies:	14
III) Commercial General Liability	14
IV) Business Automobile Liability	15
V) Workers' Compensation Insurance	15
Exhibit C. Certificates of Insurance	16

ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

Contract No. 23300437

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

Contract No. 23300437

- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Contract No. 23300437

Exhibit B. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** 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 attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 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 caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services 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.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

Contract No. 23300437

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

- 15.3 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.

- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (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.

- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement 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 Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:
- | | |
|--------------------------------|---------------------------------|
| City of College Station | Frontier Texas Ventures I, LLC, |
| Attn: Alan Degelman-Purchasing | dba Frontier Waste Solutions |
| PO Box 9960 | Attn: Tim Henderson |
| 1101 Texas Ave. | P.O. Box 1283 |
| College Station, TX 77842 | Hillsboro, Texas 76645 |
| adegelman@cstx.gov | thenderson@frontierwaste.com |
- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A.** Schedule of Rates
 - B.** Insurance Requirements
 - C.** Certificates of Insurance

Contract No. 23300437

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 13 day of April, 2023.
- b. Second Consideration & Approval on the 27 day of April, 2023.

**FRONTIER TEXAS VENTURES I, LLC,
DBA FRONTIER WASTE SOLUTIONS**

By: Tim Henderson

Printed Name: Tim Henderson

Title: **Owner/Member**

Date: 3/16/2023

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

John A. Haislet

City Attorney

Date: 3/20/2023

Jim Curtis

Assistant City Manager/CFO

Date: 3/20/2023

Contract No. 23300437

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$405.65 per pull and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. 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 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.

III. Commercial General Liability

- 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 \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. 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.

IV. Business Automobile Liability

- 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.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE

Contract No. 23300437



FRONWAS-01

DPLESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2023

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 The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	CONTACT NAME:		
	PHONE (A/C, No, Ext): (480) 730-4920	FAX (A/C, No): (480) 730-4929	
INSURED Frontier Texas Ventures I, LLC 2323 Bryan Street, Suite 2620 Dallas, TX 75201	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Crum & Forster Specialty Insurance Company		44520
	INSURER B : Great Divide Insurance Co.		25224
	INSURER C : Golden Bear Insurance Company		39861
	INSURER D : Texas Mutual Insurance Co.		22945
INSURER E : Allied World Assurance Company		19489	
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	EPK-140967	9/15/2022	9/15/2023	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 POLLUTION \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP2027150-14	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			GBX53000530-00	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ 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	X	0001320401	2/17/2023	2/17/2024	☒ 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 Umbrella			EFX-121053	9/15/2022	9/15/2023	Ea Occurrence/ Agg 5,000,000
E	Commercial Umbrella			0313-0592	9/15/2022	9/15/2023	Ea Occurrence/ Agg 5,000,000

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

The City of College Station, its employees, agents, volunteers, and officials are Additional Insured on the General Liability and Auto Liability as required by written contract per attached endorsements.

Waiver of subrogation applies to the General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of College Station Attn. Risk Management PO BOX 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David J Lewis

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely as respects “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.

- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

Business Auto - Additional Insured When Required by Contract or Agreement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
 - 1. The coverage and/or limits of this policy; or
 - 2. The coverage and/or limits required by said contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

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. ☐ Specific Waiver

Name of person or organization

☒ 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: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 2/17/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001320401 of Texas Mutual Insurance Company effective on 2/17/23

Issued to: FRONTIER EMPLOYEECO LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/15/23

April 27, 2023

Item No. 7.5.

Franchise Agreement Ordinance with Pronto Services LLC - Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the second reading of a franchise agreement ordinance with Pronto Services LLC for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

Core Service and Infrastructure

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

Summary: This item is an ordinance granting Pronto Services LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Pronto Services LLC to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. This is a renewal and the term of this agreement is five years.

Currently, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Pronto Services LLC Franchise Agreement Signed



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300411 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: Pronto Services LLC

CONTRACT TOTAL VALUE: \$ N/A

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

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

☒ NEW CONTRACT ☐ RENEWAL # N/A ☐ CHANGE ORDER # N/A ☐ OTHER N/A

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

Two City Council readings required for this Franchise Agreement; scheduled for April 13, 2023 & April 27, 2023.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 4/13&4/27 Agenda Item No*: TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/21/2023
DATE

John A. Haislet
LEGAL DEPARTMENT

3/21/2023
DATE

Jim Foster
ASST CITY MGR – CFO

3/21/2023
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

RECYCLING COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, PRONTO SERVICES, LLC, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

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

Table of Contents

Article I. Definitions	3
Article II. Grant of Authority and Acceptance	4
Article III. Payment and Term	4
Article IV. Access to Records & Reporting	6
Article V. Rates to be Charged by Contractor	6
Article VI. Appearance of Personnel and Equipment	6
Article VII. Collection and Transport of Recyclables	7
Article VIII. Placement of Receptacles	7
Article IX. Service Complaints	7
Article X. Disposal and Processing	8
Article XI. Violation and Penalty	8
Article XII. Insurance	8
Article XIII. Indemnification and Release	9
Article XIV. Disputes and Mediation	9
Article XV. General Terms	10
Exhibit A. Schedule of Rates	13
Exhibit B. Insurance Requirements	14
I) Standard Insurance Policies Required:	14
II) General Requirements Applicable to All Policies:	14
III) Commercial General Liability	14
IV) Business Automobile Liability	15
V) Workers' Compensation Insurance	15
Exhibit C. Certificates of Insurance	16

ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

Contract No. 23300411

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

Contract No. 23300411

- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.
- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Contract No. 23300411

Exhibit B. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** 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 attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 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 caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services 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.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

Contract No. 23300411

- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
- b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
- c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

- 15.3 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.

- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.

- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.

- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (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.

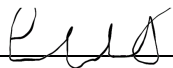
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 15.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 15.9 Invalid Provisions.** If any provision of this Agreement 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 Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 15.10 Entire Agreement.** This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 15.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 15.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 15.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:
- | | |
|--------------------------------|-------------------------------|
| City of College Station | Pronto Services, LLC. |
| Attn: Alan Degelman-Purchasing | Attn: Laramie Wheaton |
| PO Box 9960 | P.O. Box 4662 |
| 1101 Texas Ave. | 1733 Briarcrest Dr., Ste. 210 |
| College Station, TX 77842 | Bryan, TX 77802 |
| adegelman@cstx.gov | laramie@prontoservicesllc.com |
- 15.14 List of Exhibits.** All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.
- A.** Schedule of Rates
 - B.** Insurance Requirements
 - C.** Certificates of Insurance

Contract No. 23300411

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 13th day of April, 2023.
- b. Second Consideration & Approval on the 27th day of April, 2023.

PRONTO SERVICES, LLC.

By: 

Printed Name: Laramie Wheaton

Title: **Owner/Member**

Date: 3/20/2023

CITY OF COLLEGE STATION

By: _____
Mayor

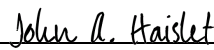
Date: _____

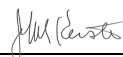
ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____


City Attorney
Date: 3/21/2023


Assistant City Manager/CFO
Date: 3/21/2023

Contract No. 23300411

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is \$350.00 per dump and may increase, depending on a variety of conditions, including but not limited to:

- a. Location of Customer
- b. Impact on Existing Routes
- c. Ingress and Egress Capabilities
- d. Special Requests by Customers
- e. Frequency of Collections
- f. Volume of Materials
- g. Type of Materials
- h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. 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 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.

III. Commercial General Liability

- 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 \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. 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.

IV. Business Automobile Liability

- 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.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
 - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

EXHIBIT C. CERTIFICATES OF INSURANCE

Contract No. 23300411



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2023

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 Christopher L Batten 505 University Drive E Ste. 701 College Station TX 77840		CONTACT NAME: Chris Batten PHONE (A/C, No, Ext): (979) 776-4700 E-MAIL ADDRESS: piels1@thebattenagency.com FAX (A/C, No): 979-776-4766	
INSURED Pronto Services LLC PO Box 4662 Bryan TX 77805		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONWIDE MUT INS CO INSURER B: TEXAS MUT INS CO INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23787N 22945	

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.

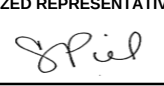
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	ACP3067939069	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 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 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	ACP3067939069	10/12/2022	10/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	ACP3067939069	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	0001313952	10/12/2022	10/12/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Equipment	Y	Y	ACP3067939069	10/12/2022	10/12/2023	Rented/Leased limit: \$100,000 Scheduled Property: \$182,196 Deductibles: \$1,000

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

Project: Solid Waste & Recycling Commercial Franchise Agreement

City of College Station is listed as additional insured on all policies except workers compensation on a primary and non-contributory basis. A waiver of subrogation and a 30-day notice of cancellation is in favor of City of College Station is applied to all listed policies.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station Attn: Risk Management PO Box 9960 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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that is required by written contract
Location(s) Of Covered Operations
Any Location
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

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

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization that is required by written contract
Location and Description Of Completed Operations
Any Location
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Page 227 of 454

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Any person or organization that is required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER: ACP3067939069
Pronto Services, LLC

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization that is required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All terms and conditions of this policy apply unless modified by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADVANCE NOTICE OF CANCELLATION, NONRENEWAL
OR COVERAGE REDUCTION OR RESTRICTION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

Person(s) or Organization(s)	Address
Any person or organization that is required by written contract	Any Location

Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.

Policy Number: ACP3067939069
Pronto Services, LLC

COMMERCIAL AUTO
AC 20 41 03 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization that is required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

**A. Who Is An Insured for COVERED AUTOS
LIABILITY COVERAGE** is amended to include as
an "insured" for Covered Autos Liability Coverage:

Each person or organization shown in the Schedule, but only to the extent that person or organization qualifies as an "insured". The "accident" must arise out of ongoing operations performed for the Named Insured.

B. Changes in CONDITIONS

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the person or organization named in the Schedule under your policy provided that:

- (1) The person or organization is a Named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to them.

Policy Number: ACP3067939069
Pronto Services, LLC

COMMERCIAL AUTO
AC 24 04B 05 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

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. ☐ Specific Waiver

Name of person or organization

☒ 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: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/12/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001313952 of Texas Mutual Insurance Company effective on 10/12/22

Issued to: PRONTO SERVICES LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/27/22

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 10/12/22 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001313952 of Texas Mutual Insurance Company effective on 10/12/22

Issued to: PRONTO SERVICES LLC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

9/27/22

April 27, 2023
Item No. 7.6.
Rock Prairie MUD District #2 Tax Road Bonds

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution granting consent to the Rock Prairie Management District No. 2 sale and issuance of unlimited tax road bonds, series 2023 not to exceed \$1,750,000.

Relationship to Strategic Goals:

Diverse and Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends approval of the resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2023, in an amount not to exceed \$1,750,000.

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

The bond order, Notice of Sale, Preliminary Official Statement are attached to this item. District representatives have met with the City and will be available at the council meeting to answer any questions.

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

Bond proceeds will be used to finance a portion of the construction and paving of Bird Pond Road within the District.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

Attachments:

1. RPMD Series 2023 Road Bonds - City Consent Resolution
2. Rock Prairie MD 2_ 2023 No Growth Cash Flow
3. Rock Prairie MD 2, 2023 Road Draft POS
4. Rock Prairie MD 2, 2023 Road Draft NOS

5. \$1,750,000 Unlimited Tax Road Bonds, Series 2023- Draft Bond Order

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2023, IN AN AMOUNT NOT TO EXCEED \$1,750,000.

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

WHEREAS, on February 17, 2015, the City Council of the City approved a Utility and Road Agreement between the City and the District (the "Utility Agreement") which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Resolution; and

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

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Road Bonds, Series 2023, in an amount not to exceed \$1,750,000 (the "Bonds"); and

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

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

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

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

Section 3. The City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2023, in an amount not to exceed \$1,750,000, and the authorizing resolution of the District's Board of Directors.

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

PASSED AND APPROVED by this the 27th day of April, 2023.

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

NO GROWTH CASH FLOW ANALYSIS

Rock Prairie Management District No. 2 Bond Issue No. 3 (Roads)

Tax Year	Projected Assessed Valuation	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 97.0%	Capitalized Interest (b)	Interest Income 2.0%	Total Funds Available	Outstanding Debt Service	The Bonds			Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
										Principal	Interest (c)	Total			
2022	73,294,914	0.380	2023	145,444	270,165	83,125	2,909	501,643	233,620	-	-	-	233,620	268,023	65.20%
2023	132,679,449	0.330	2024	268,023	424,707		5,360	698,090	307,150	-	103,906	103,906	411,056	287,034	65.97%
2024	132,679,449	0.330	2025	287,034	424,707			711,741	306,975	45,000	83,125	128,125	435,100	276,641	64.74%
2025	132,679,449	0.330	2026	276,641	424,707			701,348	301,320	45,000	80,988	125,988	427,308	274,040	63.81%
2026	132,679,449	0.330	2027	274,040	424,707			698,747	300,600	50,000	78,850	128,850	429,450	269,297	63.20%
2027	132,679,449	0.330	2028	269,297	424,707			694,004	299,650	50,000	76,475	126,475	426,125	267,879	63.42%
2028	132,679,449	0.330	2029	267,879	424,707			692,586	298,280	50,000	74,100	124,100	422,380	270,206	63.56%
2029	132,679,449	0.330	2030	270,206	424,707			694,913	298,365	55,000	71,725	126,725	425,090	269,823	63.90%
2030	132,679,449	0.330	2031	269,823	424,707			694,530	298,155	55,000	69,113	124,113	422,268	272,263	64.96%
2031	132,679,449	0.330	2032	272,263	424,707			696,969	297,650	55,000	66,500	121,500	419,150	277,819	66.02%
2032	132,679,449	0.330	2033	277,819	424,707			702,526	296,950	60,000	63,888	123,888	420,838	281,689	68.34%
2033	132,679,449	0.330	2034	281,689	424,707			706,396	291,125	60,000	61,038	121,038	412,163	294,233	71.18%
2034	132,679,449	0.330	2035	294,233	424,707			718,940	295,200	60,000	58,188	118,188	413,388	305,553	75.57%
2035	132,679,449	0.330	2036	305,553	424,707			730,260	284,013	65,000	55,338	120,338	404,350	325,910	81.47%
2036	132,679,449	0.330	2037	325,910	424,707			750,617	282,769	65,000	52,250	117,250	400,019	350,598	89.77%
2037	132,679,449	0.330	2038	350,598	424,707			775,305	276,394	65,000	49,163	114,163	390,556	384,748	98.38%
2038	132,679,449	0.330	2039	384,748	424,707			809,455	275,019	70,000	46,075	116,075	391,094	418,362	108.31%
2039	132,679,449	0.330	2040	418,362	424,707			843,069	273,513	70,000	42,750	112,750	386,263	456,806	118.25%
2040	132,679,449	0.330	2041	456,806	424,707			881,513	271,875	75,000	39,425	114,425	386,300	495,213	130.06%
2041	132,679,449	0.330	2042	495,213	424,707			919,920	269,900	75,000	35,863	110,863	380,763	539,157	143.74%
2042	132,679,449	0.330	2043	539,157	424,707			963,864	267,788	75,000	32,300	107,300	375,088	588,777	155.24%
2043	132,679,449	0.330	2044	588,777	424,707			1,013,484	270,538	80,000	28,738	108,738	379,275	634,209	170.13%
2044	132,679,449	0.330	2045	634,209	424,707			1,058,916	267,838	80,000	24,938	104,938	372,775	686,141	180.02%
2045	132,679,449	0.330	2046	686,141	424,707			1,110,848	275,000	85,000	21,138	106,138	381,138	729,710	195.42%
2046	132,679,449	0.330	2047	729,710	424,707			1,154,417	271,300	85,000	17,100	102,100	373,400	781,017	210.79%
2047	132,679,449	0.330	2048	781,017	424,707			1,205,724	267,450	90,000	13,063	103,063	370,513	835,211	230.57%
2048	132,679,449	0.330	2049	835,211	424,707			1,259,918	263,450	90,000	8,788	98,788	362,238	897,681	250.18%
2049	132,679,449	0.330	2050	897,681	424,707			1,322,388	259,300	95,000	4,513	99,513	358,813	963,575	
Total						83,125	8,269		7,901,183	1,750,000	1,359,331	3,109,331	11,010,515		

- (a) Debt service fund balance as of 11/15/22
(b) Represents one year of capitalized interest on the Bonds
(c) Assumes an interest rate on the Bonds of 4.75%

PRELIMINARY OFFICIAL STATEMENT DATED APRIL 13, 2023

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the solicitation of initial bids to purchase the Bonds. Upon sale of the Bonds, the Official Statement will be completed and delivered to the Underwriter.

IN THE OPINION OF BOND COUNSEL, THE BONDS ARE VALID OBLIGATIONS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, AND INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE OF SUCH OPINION SUBJECT TO THE MATTERS DESCRIBED UNDER “LEGAL MATTERS” HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS. SEE “LEGAL MATTERS” HEREIN FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS HAVE BEEN DESIGNATED “QUALIFIED TAX-EXEMPT OBLIGATIONS” FOR FINANCIAL INSTITUTIONS. SEE “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”

BOOK-ENTRY-ONLY

\$1,750,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2023

Dated: June 1, 2023

Due: September 1, as shown below

Interest Accrual Date: Date of Delivery

Principal of the bonds described above (the “Bonds”) will be payable at maturity or earlier redemption at the principal payment office of the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Co., N.A., Dallas, Texas (the “Paying Agent/Registrar”). Interest on the Bonds will accrue from the initial date of delivery (expected to be June 7, 2023) (the “Delivery Date”) and will be payable on March 1 and September 1 of each year commencing March 1, 2024 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued in fully registered form only in denominations of \$5,000 each or integral multiples thereof. The Bonds will be subject to redemption prior to their maturity, as shown below.

The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial Owners (as defined herein under “BOOK-ENTRY-ONLY SYSTEM”) of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the DTC participants. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar, as herein defined, directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners. See “BOOK-ENTRY-ONLY SYSTEM.”

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)	Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)
2025	\$ 45,000				2038	\$ 65,000 (c)			
2026	45,000				2039	70,000 (c)			
2027	50,000				2040	70,000 (c)			
2028	50,000				2041	75,000 (c)			
2029	50,000				2042	75,000 (c)			
2030	55,000 (c)				2043	75,000 (c)			
2031	55,000 (c)				2044	80,000 (c)			
2032	55,000 (c)				2045	80,000 (c)			
2033	60,000 (c)				2046	85,000 (c)			
2034	60,000 (c)				2047	85,000 (c)			
2035	60,000 (c)				2048	90,000 (c)			
2036	65,000 (c)				2049	90,000 (c)			
2037	65,000 (c)				2050	95,000 (c)			

- (a) The Underwriter (as herein defined) may designate one or more maturities as term bonds. See accompanying “OFFICIAL NOTICE OF SALE” and “OFFICIAL BID FORM.”
- (b) Initial reoffering yield represents the initial offering yield to the public, which has been established by the Underwriter for offers to the public and which may be subsequently changed by the Underwriter and is the sole responsibility of the Underwriter. The initial reoffering yields indicated above represent the lower of the yields resulting when priced to maturity or to the first call date.
- (c) The Bonds maturing on or after September 1, 2030 are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. See “THE BONDS—Redemption Provisions.”
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Rock Prairie Management District No. 2 (the “District”) and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. Investment in the Bonds is subject to special investment considerations described herein. See “RISK FACTORS.”

The Bonds are offered when, as and if issued by the District, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel. Delivery of the Bonds in book-entry form through DTC is expected on or about June 7, 2023.

BIDS DUE: THURSDAY, MAY 11, 2023 AT 9:45 A.M., HOUSTON TIME, HOUSTON, TEXAS
BID AWARD: THURSDAY, MAY 11, 2023 AT 2:00 P.M., HOUSTON TIME, COLLEGE STATION, TEXAS

TABLE OF CONTENTS

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS	1
OFFICIAL STATEMENT SUMMARY	3
FINANCIAL INFORMATION (UNAUDITED)	6
THE BONDS	7
BOOK-ENTRY-ONLY SYSTEM.....	11
THE DISTRICT.....	12
UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION	14
MANAGEMENT OF THE DISTRICT	15
THE DEVELOPERS	16
THE ROADS	16
USE AND DISTRIBUTION OF BOND PROCEEDS	17
UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED.....	17
FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED).....	18
ESTIMATED OVERLAPPING DEBT STATEMENT	19
TAX DATA	20
TAX PROCEDURES	22
GENERAL FUND	26
DEBT SERVICE REQUIREMENTS	27
RISK FACTORS	28
LEGAL MATTERS	33
REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS.....	35
NO MATERIAL ADVERSE CHANGE	36
NO LITIGATION CERTIFICATE.....	36
SALE AND DISTRIBUTION OF THE BONDS	36
PREPARATION OF OFFICIAL STATEMENT.....	36
UPDATING OF OFFICIAL STATEMENT.....	37
CERTIFICATION OF OFFICIAL STATEMENT	37
CONTINUING DISCLOSURE OF INFORMATION	37
MISCELLANEOUS	39
AERIAL PHOTO.....	40
PHOTOGRAPHS.....	41
APPENDIX A	42
INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED MAY 31, 2022	APPENDIX A

USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been “deemed final” by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056 upon payment of the costs of duplication.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that relevant information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Underwriter, and thereafter only as specified in “UPDATING OF OFFICIAL STATEMENT.”

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The summary should not be detached and should be used in conjunction with more complete information contained herein. A full review should be made of the entire OFFICIAL STATEMENT and of the documents summarized or described therein.

THE DISTRICT

Description and

Location The District was created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the “Act”) pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (“SH 6”) between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City of College Station. The district lies entirely within the corporate limits of the City of College Station (the “City”) and within the boundaries of the College Station Independent School District. See “THE DISTRICT” and “AERIAL PHOTOGRAPH.”

The Developers Approximately 120 acres of land within the District are currently being developed as Midtown City Center by College Station Town Center, Inc. (“CSTC”), a Texas corporation, which was created to own and develop property within the District.

Approximately 142 acres of land within the District are currently being developed as Midtown Reserve Subdivision by College Station Downtown Residential, LLC (“CSDR”), a Texas limited liability company, which was created to own and develop property within the District.

CSTC and CSDR are collectively referred to herein as the “Developers.” Neither the Developers nor any of their affiliates are obligated to pay any principal or interest on the Bonds. See “THE DEVELOPERS.”

The Developers have each entered into various Utility Development Agreements with the District to provide for the financing and construction of water, sewer, drainage and road facilities for the District. See “THE DEVELOPERS” and “TAX DATA—Principal Taxpayers.”

The remaining developable land in the District is owned by several property owners.

Status of Development Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 60 acres developed into 395 single family residential lots). Home construction began in 2019 and, as of March 31, 2023, the District consisted of 259 completed and occupied homes, 64 homes under construction, 1 model home and 71 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$278,000 to \$399,900.

Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes approximately 11 acres which have been developed as an office park and Accel at College Station, a 116-bed transitional care and rehabilitation facility that is located on approximately 8 acres in the District. A 264-unit apartment complex is under construction on approximately 14 acres of land within the District with the first phase having opened in February 2023. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction.

The balance of the District consists of approximately 64 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way. See “THE DISTRICT-Status of Development.”

Water and Wastewater Retail water and wastewater service for development within the District is provided by College Station Utilities (“CSU”). CSU holds the requisite certificates of convenience and necessity over the land within the District. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.”

THE FINANCING

<i>The Issue</i>	\$1,750,000 Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2023, dated June 1, 2023. The Bonds mature serially on September 1 in each of the years from 2025 through 2050, both inclusive, in the respective amounts and bearing interest at the rates for each maturity shown on the cover page hereof. Interest on the Bonds will accrue from the Delivery Date (expected to be June 7, 2023) and will be payable March 1 and September 1 of each year commencing March 1, 2024 until maturity or prior redemption and will be calculated on the basis of 360-day year consisting of twelve 30-day months. The Bonds maturing on or after September 1, 2030 are subject to optional redemption, in whole or, from time to time, in part, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be selected by the District in integral multiples of \$5,000 in any one maturity. If less than all the Bonds within a maturity are redeemed, the Bonds to be redeemed shall be selected by DTC in accordance with its procedures. See “BOOK-ENTRY-ONLY SYSTEM” and “THE BONDS—Redemption Provisions.” The Bonds will be issued in fully registered form only, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS.”
<i>Book-Entry-Only</i>	The Bonds will be registered in the name of, and delivered only to, Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See “BOOK-ENTRY- ONLY SYSTEM.”
<i>Authority for Issuance</i>	The Bonds are the third series of bonds issued out of an aggregate of \$106,600,000 principal amount of unlimited tax bonds authorized by the District’s voters for the purpose of acquiring or constructing road facilities. The Bonds are issued pursuant to the Bond Order (as defined herein); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; the general laws of the State of Texas; Chapter 3909, Texas Special District Local Laws Code; Chapter 49 of the Texas Water Code, as amended; Chapter 375 of the Texas Local Government Code, as amended; and the consent of the City. See “THE BONDS—Authority for Issuance.”
<i>Source of Payment</i>	The Bonds are payable from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. See “THE BONDS—Source and Security for Payment.”
<i>Use of Proceeds</i>	Proceeds of the Bonds will be used to finance items described herein under “USE AND DISTRIBUTION OF BOND PROCEEDS.” In addition, Bond proceeds will be used to capitalize twelve (12) months of interest on the Bonds; to pay interest on funds advanced by the Developers on behalf of the District; and to pay engineering fees and administrative costs and certain other costs related to the issuance of the Bonds. See “USE AND DISTRIBUTION OF BOND PROCEEDS.”
<i>Payment Record</i>	The District has previously issued \$5,000,000 principal amount of unlimited tax road bonds in two series (the “Previously Issued Bonds”). The District has a total of \$4,935,000 principal amount of bonds outstanding as of April 1, 2023 (the “Outstanding Bonds”). The District has never defaulted on the debt service payments on the Previously Issued Bonds.
<i>Municipal Bond Rating and Municipal Bond Insurance</i>	No application has been made to a credit rating service, nor is it expected that the District would have been successful in obtaining an investment grade rating had such application been made.

<i>Qualified Tax-Exempt Obligations</i>	The District has designated the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended. See “LEGAL MATTERS—Qualified Tax-Exempt Obligations.”
<i>Bond Counsel</i>	Schwartz, Page & Harding, L.L.P., Houston, Texas.
<i>Engineer</i>	EHRA Engineering, Houston, Texas and Schultz Engineering, LLC, College Station, Texas.
<i>Disclosure Counsel</i>	McCall, Parkhurst & Horton L.L.P, Houston, Texas.
<i>Financial Advisor</i>	Masterson Advisors LLC, Houston, Texas.
<i>Paying Agent/Registrar</i>	The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

RISK FACTORS

The purchase and ownership of the Bonds are subject to special investment considerations, and all prospective purchasers are urged to examine carefully the entire Official Statement with respect to the investment security of the Bonds, including particularly the section captioned “RISK FACTORS.”

FINANCIAL INFORMATION (UNAUDITED)

2022 Certified Taxable Assessed Valuation	\$73,294,914 (a)
Estimate of Taxable Assessed Valuation as of January 1, 2023	\$132,679,449 (b)

Gross Direct Debt Outstanding.....	\$6,685,000 (c)
Estimated Overlapping Debt	<u>4,900,133</u>
Total Gross Direct Debt and Estimated Overlapping Debt.....	\$11,585,133

Ratios of Gross Direct Debt to:	
2022 Certified Taxable Assessed Valuation	9.12%
Estimate of Taxable Assessed Valuation as of January 1, 2023	5.04%

Ratios of Gross Direct and Estimated Overlapping Debt to:	
2022 Certified Taxable Assessed Valuation.....	15.81%
Estimate of Taxable Assessed Valuation as of January 1, 2023.....	8.73%

2022 Debt Service Tax Rate	\$0.38
2022 Maintenance Tax Rate	<u>0.12</u>
Total	\$0.50

Average Annual Debt Service Requirement (2024-2050).....	\$399,093 (d)
Maximum Annual Debt Service Requirement (2025).....	\$435,100 (d)

Tax Rate Required to Pay Average Annual Debt Service (2024-2050) at a 95% Collection Rate	
Based upon 2022 Certified Taxable Assessed Valuation	\$0.58
Based upon Estimate of Taxable Assessed Valuation as of January 1, 2023	\$0.32

Tax Rate Required to Pay Maximum Annual Debt Service (2025) at a 95% Collection Rate	
Based upon 2022 Certified Taxable Assessed Valuation	\$0.63
Based upon Estimate of Taxable Assessed Valuation as of January 1, 2023	\$0.35

Status of Development as of March 31, 2023 (e):	
Total Homes Completed (including 259 occupied).....	259
Homes Under Construction	64
Model Homes	1
Vacant Developed Lots	71
Lots Under Construction	0

Estimated 2023 Population.....	906(f)
--------------------------------	--------

-
- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
 - (b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on January 1, 2023. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAX PROCEDURES."
 - (c) After giving effect to issuance of the Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds."
 - (d) See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Debt Service Requirements."
 - (e) See "THE DISTRICT—Land Use" and "Status of Development."
 - (f) Based upon 3.5 persons per occupied single-family residence.

PRELIMINARY OFFICIAL STATEMENT

\$1,750,000

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2

(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX ROAD BONDS

SERIES 2023

This Official Statement provides certain information in connection with the issuance by Rock Prairie Management District No. 2 (the “District”) of its \$1,750,000 Unlimited Tax Road Bonds, Series 2023 (the “Bonds”).

The Bonds are issued pursuant to a Bond Order authorizing the issuance of the Bonds (the “Bond Order”) adopted by the Board of Directors of the District (the “Board”); an election held within the District on November 3, 2015; Article III, Section 52 of the Texas Constitution; Chapter 3909 of the Texas Local Government Code, as amended; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; and the consent of the City of College Station (the “City” or “College Station”).

This Official Statement includes descriptions, among others, of the Bonds and the Bond Order, and certain other information about the District and College Station Town Center, Inc. and College Station Downtown Residential, LLC (collectively, the “Developers”), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Order. The Bond Order authorizes the issuance and sale of the Bonds and prescribes the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the District.

Description

The Bonds will be dated June 1, 2023, with interest payable on March 1, 2024, and on each September 1 and March 1 thereafter (each an “Interest Payment Date”) until the earlier of maturity or redemption. Interest on the Bonds initially accrues from the Delivery Date (expected to be June 7, 2023) of the Bonds to the Underwriter thereof, and thereafter, from the most recent Interest Payment Date. The Bonds mature on September 1 in each of the years and in the amounts shown under “MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS” on the cover page hereof. The Bonds are issued in fully registered form only in denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Bonds will be registered and delivered only to The Depository Trust Company, New York, New York (“DTC”), in its nominee name of Cede & Co., pursuant to the book-entry system described herein (“Registered Owners”). No physical delivery of the Bonds will be made to the purchasers thereof. See “BOOK-ENTRY-ONLY SYSTEM.” Interest calculations are based upon a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Authority for Issuance

At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in unlimited tax bonds for the purpose of acquiring or constructing road facilities. The Bonds constitute the third issuance of bonds from such authorization. After the issuance of the Bonds, a total of \$99,850,000 in principal amount of unlimited tax bonds for road facilities will remain authorized but unissued. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order; Article III, Section 52 of the Texas Constitution; Chapter 3909, Texas Special District Local Laws Code, as amended; the general laws of the State of Texas, including without limitation Chapter 49 of the Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended; the consent of the City; and an election held within the District as described above. At the above-described election, voters in the District also authorized a total of \$71,400,000 in unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities. The District has not issued any bonds from such authorization. See “Issuance of Additional Debt” below.

Source and Security for Payment

The Bonds, together with the Outstanding Bonds and any additional bonds payable from ad valorem taxes, are secured by and payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District. See "TAX PROCEDURES." Investment in the Bonds involves certain elements of risk, and all prospective purchasers are urged to examine carefully this Official Statement with respect to the investment security of the Bonds. See "RISK FACTORS." The Bonds are obligations solely of the District and are not obligations of the City of College Station, Brazos County, the State of Texas, or any political subdivision or entity other than the District.

Funds

The Bond Order confirms the prior creation of the District's Debt Service Fund, including the sub-accounts which are used to separate funds received to pay debt service on bonds issued to finance water, wastewater and storm drainage facilities ("WSD Bonds") from funds received to pay debt service on bonds issued to finance road facilities ("Road Bonds"). The Bond Order also confirms the District's Construction Fund, including the sub-accounts which are used to separate proceeds from WSD Bonds and Road Bonds. An amount equal to twelve months of interest on the Bonds will be deposited from the proceeds from sale of the Bonds into the sub-account of the Debt Service Fund created in respect of Road Bonds. All remaining proceeds of the Bonds will be deposited in the sub-account of the Construction Fund created in respect of Road Bonds.

The proceeds from all taxes levied, appraised and collected for and on account of the Bonds authorized by the Bond Order shall be deposited, as collected, into the sub-account of the Debt Service Fund created in respect of Road Bonds. The Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Outstanding Bonds, the Bonds and any additional tax bonds issued by the District, is to be kept separate from all other funds of the District, and funds in the sub-accounts created in respect of Road Bonds are to be used for payment of debt service on the Bonds and any of the District's duly authorized Road Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or part from taxes. Amounts on deposit in the sub-accounts of the Debt Service Fund created in respect of Road Bonds may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds, the Outstanding Bonds and any of the Districts duly authorized additional bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or in part from taxes, and to pay any tax anticipation notes issued in respect of debt service due to or become due on Road Bonds, together with interest thereon, as such tax anticipation notes become due. Funds otherwise on deposit in the Debt Service Fund, including funds in a sub-account created in respect of WSD Bonds, will not be allocated to the payment of the Bonds.

Record Date

The record date for payment of the interest on any regularly scheduled interest payment date is defined as the 15th day of the month (whether or not a business day) preceding such interest payment date.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2030, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of \$5,000, on September 1, 2029, or any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all of the Bonds are to be redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM." Notice of each exercise of the reserved right of optional redemption shall be given by the Paying Agent/Registrar at least thirty (30) calendar days prior to the redemption date, in the manner specified in the Bond Order.

By the redemption date, due provision shall be made with the Paying Agent/Registrar for payment of the principal of the Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Method of Payment of Principal and Interest

The Board has appointed The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas, as the initial Paying Agent/Registrar for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid. See "BOOK-ENTRY-ONLY SYSTEM."

Registration

Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owner's income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK- ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one paying agent/registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall be required to accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a duly qualified and competent trust or banking corporation or organization organized and doing business under the laws of the United States of America or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or state banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

“(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them.”

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Issuance of Additional Debt

The District's voters have authorized the issuance of a total of \$106,600,000 unlimited tax bonds for the purpose of acquiring or constructing road facilities and could authorize additional amounts. Following the issuance of the Bonds, the District will have \$99,850,000 of unlimited tax bonds authorized but unissued for said improvements and facilities. The District's voters have also authorized the issuance of a total of \$71,400,000 unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer, and drainage facilities, and could authorize additional amounts. The District voters have authorized a total of \$178,000,000 unlimited tax refunding bonds for the purpose of refunding outstanding bonds of the District and could authorize additional amounts. No bonds have been issued from said unlimited tax water, sanitary sewer, and drainage facilities authorization and unlimited tax refunding authorizations.

The Bond Order imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount ultimately issued by the District.

Financing Road Facilities

Pursuant to provisions of the Texas Constitution and the Act, as defined herein, the District is authorized to develop and finance with property taxes certain road facilities following a successful District election to approve the issuance of road bonds payable from taxes. At an election held within the District on November 3, 2015, voters of the District authorized a total of \$106,600,000 in principal amount of unlimited tax bonds for financing and constructing road facilities. The Bonds are the third series of bonds issued from said authorization. After issuance of the Bonds, the District will have \$99,850,000 principal amount of unlimited tax bonds for acquiring or constructing road facilities authorized but unissued for said improvements and facilities. See “—Issuance of Additional Debt” herein and “RISK FACTORS – Future Debt.” Issuance of additional bonds for road facilities may dilute the security for the Bonds.

Financing Recreational Facilities

The District is authorized to finance, operate, maintain and construct certain recreational facilities; provided, however, the District may not issue bonds payable from ad valorem taxes for said recreational facilities.

Abolishment

Under Texas law, the District may be abolished and dissolved by the City without the District's consent; provided, however, the City's right to dissolve the District is limited by the terms set forth in the Utility Agreement. See “UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.” If the District is abolished, the City will assume the District's assets and obligations (including the Bonds) and abolish the District within ninety (90) days thereafter. Prior to abolishment and dissolution by the City, the District shall have the opportunity to discharge any obligations of the District by selling its bonds or by causing the City to sell bonds of the City in an amount necessary to discharge such obligations. Abolishment of the District by the City is a policymaking matter within the discretion of the Mayor and the City Council of the City, and, therefore, the District makes no representation that abolishment will or will not occur. Moreover, no representation is made concerning the ability of the City of College Station to make debt service payments should abolishment occur.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Registered Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Certain traditional legal remedies may also not be available. See “RISK FACTORS—Registered Owners' Remedies.”

Defeasance

The Bond Order provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the District payable from revenues or from ad valorem taxes or both, or a commercial bank or trust company designated in the proceedings authorizing such discharge amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Order.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Bond Order does not contractually limit such investments, Registered Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book- Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District or the Financial Advisor take any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriters take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District is a municipal management district created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, and operates under the provisions of the Act, Chapter 49, Texas Water Code, as amended, Chapter 375, Texas Local Government Code, as amended, and other general statutes of Texas applicable to municipal management districts. The District contains approximately 300 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City. The District lies entirely within the corporate limits of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH." The District is subject to the continuing supervisory jurisdiction of the Texas Commission on Environmental Quality ("TCEQ").

The District is empowered, among other things, to finance, purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct and finance certain road facilities. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities. The District may also provide solid waste disposal and collection services. Additionally, the District is empowered to finance, operate, maintain and construct recreational facilities, but may not issue bonds payable from ad valorem taxes therefor. See "THE BONDS-Issuance of Additional Debt" and "-Financing Road Facilities."

The TCEQ exercises continuing supervisory jurisdiction over the District with respect to water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTLILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

<u>Single-Family Residential</u>	Approximate <u>Acres</u>	<u>Lots</u>
Midtown Reserve Subdivision:		
Phase 100	5	26
Phase 102	9	62
Phase 104	5	36
Phase 105	10	69
Phase 106	7	50
Phase 107	8	48
Phase 200	9	49
Phase 201	7	55
Subtotal.....	60	395
<i>Developed Commercial (Office Park and Rehab Center)</i>	19	---
<i>Commercial Reserves served with Trunk Utilites (no vertical)</i>	62	---
<i>Multi-family Reserves (a)</i>	14	---
<i>Remaining Developable Acreage</i>	64	---
<i>Non-Developable (Easements, Parks and Rights-of-way)</i>	81	---
Total	300	395

(a) A 264-unit apartment complex is under construction with the first phase having opened in February 2023.

Status of Development

Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 60 acres developed into 395 single family residential lots). Home construction began in 2019 and, as of March 31, 2023, the District consisted of 259 completed and occupied homes, 64 homes under construction, 1 model home and 71 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton. New homes in the District range in price from \$278,000 to \$399,900.

Utility trunk facilities and roads have also been constructed to serve 95 acres of commercial and multi-family development within the District. Commercial development to date includes approximately 11 acres which have been developed as an office park and Accel at College Station, a 116-bed transitional care and rehabilitation facility that is located on approximately 8 acres in the District. A 264-unit apartment complex is under construction on approximately 14 acres of land within the District with the first phase having opened in February 2023. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction.

The balance of the District consists of approximately 64 undeveloped but developable acres and approximately 81 undevelopable acres of easements, parks and rights-of-way.

Future Development

Approximately 64 developable acres of land in the District are not yet fully served with the water, sanitary sewer, drainage, storm sewer or road facilities necessary for the construction of taxable improvements. While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See "RISK FACTORS—Possible Impact on District Tax Rates." The Engineer has stated that under current development plans, the remaining authorized but unissued bonds (\$99,850,000 principal amount for road facilities and \$71,400,000 principal amount for water, sanitary sewer, drainage facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and road facilities required for full development of the District.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility and Road Agreement between the City and the District, dated as of February 17, 2015 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of the City, the water distribution, wastewater collection, storm water, and road facilities, to serve development occurring within the boundaries of the District (the "Facilities"). The District has agreed to convey, and the City has agreed to accept, the Facilities, except for stormwater detention facilities and recreational facilities, for operation and maintenance at the sole cost of the City in consideration for the District's financing, acquisition and construction of the Facilities. It is the City's obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City agrees to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City's requirements and criteria.

The City agrees to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind. The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same.

Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City to the extent that such issuance complies with the City's policy related to municipal management districts.

The District is authorized by the Act to construct, maintain and finance recreational facilities with the use of any available funds, and the City has consented to the use of any available funds for such purposes in Resolution No. 07-09-15-02 dated July 9, 2015 as amended by Resolution No. 03-11-21-3.8 dated March 11, 2021. Pursuant to an Interlocal Agreement between the District and the City dated March 11, 2021, the neighborhood park(s) and/or community park(s) within the District will be dedicated to the City per the City's Unified Development Ordinance, but operated and maintained by the District. Pursuant to the Utility Agreement, said recreational facilities will not be conveyed to the City.

The City's right to dissolve the District is restricted under the Utility Agreement. Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until the Infrastructure and Economic Development Agreement between the City and CSTC, and as partially assigned to the District and CSDR, has expired or has been terminated. The City has also agreed to afford the District the opportunity to discharge any remaining District obligations under any existing Utility Development Agreement with a developer in the District by authorizing the sale of bonds during a dissolution transition period or selling bonds of the City in an amount adequate to discharge the District's obligations.

MANAGEMENT OF THE DISTRICT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors serve staggered four-year terms and are appointed by the City based on nominations from the Board. All of the directors are qualified to serve the District. The Directors and Officers of the District are listed below:

<u>Name</u>	<u>Title</u>	<u>Term Expires</u>
Uri Geva	President	June 2023
Hays Glover	Vice President	June 2023
Mark Lindemulder	Secretary	June 2023
Logan Lee	Assistant Vice President	June 2025
Samuel Kerbel	Assistant Secretary	June 2025

The District has no full-time employees but instead contracts with the entities described below for professional services:

Tax Assessor/Collector

Land and improvements in the District are being appraised for taxation by the Brazos Central Appraisal District. The District contracts with B&A Municipal Tax Service, LLC to act as Tax Assessor/Collector for the District.

Bookkeeper

The District contracts with Municipal Accounts & Consulting, L.P. (the “Bookkeeper”) for bookkeeping services for the District.

Engineer

The consulting engineers for the District in connection with the design and construction of the District’s facilities are EHRA Engineering and Schultz Engineering, LLC (collectively, the “Engineer”).

Auditor

The District retains an independent auditor to audit the District’s financial statements annually, which if required by the Texas Water Code, are filed with the Commission. The financial statements of the District, as of May 31, 2022, and for the fiscal year then ended, included in this official statement, have been audited by FORVIS, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A” for a copy of the District’s May 31, 2022 audited financial statements.

Bond Counsel and General Counsel

Schwartz, Page & Harding, L.L.P. (“Bond Counsel”) serves as bond counsel to the District. The fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. In addition, Schwartz, Page & Harding, L.L.P. serves as general counsel to the District on matters other than the issuance of bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P. as disclosure counsel (“Disclosure Counsel”). The fees paid to Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor

Masterson Advisors LLC (the “Financial Advisor”) serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon the sale and delivery of the Bonds.

THE DEVELOPERS

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developers should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities. See "RISK FACTORS – Dependence on Principal Taxpayers."

The Developers

Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC.

Approximately 142 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR.

Acquisition and Development Financing

To obtain land acquisition and development financing for the land it owns within the District, CSTC entered into a loan agreement with Crockett National Bank, which has been refinanced with a Loan from VeraBank, N.A.. Pursuant to such loan agreement with VeraBank, N.A., CSTC may obtain advances for the installation of roads and utilities within the District in an amount not to exceed \$10,200,000 in the aggregate. Advances under such loan agreement are subject to a deed of trust on CSTC's land within the District and are guaranteed by its principals. Pursuant to such loan agreement, the note payable to VeraBank, N.A. has a maturity date of September 9, 2024. As of March 17, 2023, the outstanding balance on the note was \$9,199,307.35. The owners of CSTC have also financed a portion of the acquisition and development cost.

To obtain land acquisition and development financing for the single-family residential land, CSDR entered into a loan agreement with The Bank and Trust. The loan with The Bank and Trust has been paid off and no other debt is in place at this time.

THE ROADS

Bond proceeds will be used to finance a portion of the construction and paving of streets for Midtown Reserve Phase 104, Midtown Reserve Phase 200 and Midtown Reserve Phase 201 and other road facilities to serve Midtown Reserve within the District.

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

The roads within the District lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$1,251,775 is estimated for construction costs, \$353,133 is estimated for non-construction costs, and \$145,092 is estimated for issuance costs and fees. The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor. The surplus funds, if any, may be expended for any lawful purpose for which surplus construction funds may be used, limited, however, to the purposes for which the Bonds were issued.

CONSTRUCTION RELATED COSTS

Road Construction Costs	\$ 1,251,775
Total Construction Related Costs	\$ 1,251,775

NON-CONSTRUCTION COSTS

Underwriter's Discount (estimated at 3%)	\$ 52,500
Capitalized Interest (estimated 12 months at 5.25%)	91,875
Developer Interest	208,758
Total Non-Construction Related Costs	\$ 353,133

ISSUANCE COSTS AND FEES

Issuance Costs and Professional Fees	\$ 143,342
State Regulatory Fees	1,750
Total Issuance Costs and Fees	\$ 145,092

TOTAL BOND ISSUE	\$ 1,750,000
-------------------------	---------------------

In the instance that estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developers have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from sale of the Bonds, the Developers will have expended approximately \$15,365,000 (as of March 31, 2023) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the TCEQ, including payments to the City for the right to use additional capacity in the City's water supply and wastewater treatment facilities, if applicable. The District contains approximately 64 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/3/2015	Roads	\$ 106,600,000	\$ 6,750,000 (a)	\$ 99,850,000
11/3/2015	Roads Refunding	\$ 106,600,000	-	\$ 106,600,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities	\$ 71,400,000	-	\$ 71,400,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities Refunding	\$ 71,400,000	-	\$ 71,400,000

(a) Includes the Bonds.

FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)

2022 Certified Taxable Assessed Valuation \$73,294,914 (a)
 Estimated Taxable Assessed Valuation as of January 1, 2023\$132,679,449 (b)

Gross Direct Debt Outstanding (the Bonds and the Outstanding Bonds) \$6,685,000

Ratios of Gross Direct Debt to:

2022 Certified Taxable Assessed Valuation9.12%
 Estimated Taxable Assessed Valuation as of January 1, 2023.....5.04%

Area of District: Approximately 300 acres
 Estimated 2023 Population: 906(c)

- (a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
 (b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on January 1, 2023. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAX PROCEDURES."
 (c) Based on 3.5 persons per occupied single-family residence.

Cash and Investment Balances (unaudited as of April 13, 2023)

Operating Fund	Cash and Temporary Investments	\$12,080_(a)
Road Debt Service Fund	Cash and Temporary Investments	\$300,562 (b)
Road Capital Projects Fund	Cash and Temporary Investments	\$345

- (a) See "RISK FACTORS—Operating Funds."
 (b) The District will capitalize twelve (12) months of interest on the Bonds, which will be deposited to the Road Bond Sub-Account within the District's Debt Service Fund. Neither Texas law nor the Bond Order requires the District to maintain any minimum balance in the Debt Service Funds. See "USE AMD DISTRIBUTION OF BOND PROCEEDS."

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third-party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate owning, long term securities or derivative products in the District's investment portfolio.

Outstanding Bonds (as of April 1, 2023)

Series	Original Principal Amount	Outstanding Bonds 4/1/2023
2021 (a)	\$ 2,500,000	\$ 2,435,000
2022 (a)	2,500,000	2,500,000
Total	\$ 5,000,000	\$ 4,935,000

- (a) Unlimited tax road bonds.

ESTIMATED OVERLAPPING DEBT STATEMENT

Estimated Overlapping Debt

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas or other publicly available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance, and/or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping	
			Percent	Amount
Brazos County.....	\$ 67,255,000	2/28/2023	0.34%	\$ 228,667
College Station ISD.....	343,110,000	2/28/2023	0.65%	2,230,215
City of College Station.....	400,205,000	2/28/2023	0.61%	2,441,251
Total Estimated Overlapping Debt.....				\$ 4,900,133
The District.....	6,685,000 (a)	Current	100.00%	6,685,000
Total Direct and Estimated Overlapping Debt.....				\$ 11,585,133
Ratio of Estimated Direct and Overlapping Debt to 2022 Certified Taxable Assessed Valuation.....				15.81%
Ratio of Estimated Direct and Overlapping Debt to Estimated Taxable Assessed Valuation as of January 1, 2023.....				8.73%

(a) Includes the Bonds and the Outstanding Bonds.

Overlapping Taxes for 2022

Property within the District is subject to taxation by several taxing authorities in addition to the District. On January 1 of each year a tax lien attaches to property to secure the payment of all taxes, penalties and interest imposed on such property. The lien exists in favor of each taxing unit, including the District, having the power to tax the property. The District's tax lien is on a parity with tax liens of taxing authorities shown below. In addition to ad valorem taxes required to pay debt service on bonded debt of the District and other taxing authorities, certain taxing jurisdictions, including the District, are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below are all of the taxes levied for the 2022 tax year by all taxing jurisdictions overlapping the District and the 2022 tax rate of the District. No recognition is given to local assessments for civic association dues, fire department contributions, solid waste disposal charges or any other levy of entities other than political subdivisions.

	2022 Tax Rate per \$100 of Taxable <u>Assessed Valuation</u>
Brazos County.....	\$ 0.429411
College Station ISD.....	1.178100
City of College Station.....	0.524613
Total Overlapping Tax Rate.....	\$ 2.132124
The District.....	0.500000
Total Tax Rate.....	\$ 2.632124

TAX DATA

Debt Service Tax

The Board covenants in the Bond Order to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds and the Outstanding Bonds. For tax year 2022, the District has levied a tax rate of \$0.38 for debt service. See “Tax Rate Distribution” and “Tax Roll Information” below, and “TAX PROCEDURES” and “RISK FACTORS—Factors Affecting Taxable Values and Tax Payment.”

Maintenance and Operations Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for the operation and maintenance of the District, if such a maintenance tax is authorized by the District’s voters. A maintenance tax election was held on November 3, 2015, and voters of the District authorized, among other things, the Board to levy a maintenance tax at a rate not to exceed \$1.00 per \$100 assessed valuation for general operations and maintenance costs. The District levied a \$0.12 maintenance and operations tax rate for 2022. A maintenance tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds. See “Debt Service Tax” above.

Tax Rate Distribution

	2022	2021	2020	2019	2018
Debt Service	\$ 0.380	\$ 0.330	\$ -	\$ -	\$ -
Maintenance and Operations	0.120	0.170	0.500	0.500	0.500
Total	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500	\$ 0.500

Historical Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to such records for further and more complete information.

Tax Year	Certified Taxable Assessed Valuation	Tax Rate	Total Tax Levy	Total Collections as of February 28, 2023	
				Amount	Percent
2018	\$ 9,892,250	\$ 0.500	\$ 49,461	\$ 49,461	100.00%
2019	14,659,986	0.500	73,300	73,300	100.00%
2020	23,533,362	0.500	117,667	117,667	100.00%
2021	43,391,211	0.500	216,956	216,956	100.00%
2022	73,294,914	0.500	363,724	327,601	90.07%

Taxes are due upon receipt of bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. No split payments are allowed, and no discounts are allowed.

Principal Taxpayers

The following table represents the principal taxpayers, the type of property, the certified taxable assessed value of such property and such property's certified assessed value as a percentage of the 2022 Certified Taxable Assessed Valuation of \$73,294,914, which represents ownership as of January 1, 2022. A principal taxpayer list related to the Estimated Taxable Assessed Valuation as of January 1, 2023 of \$132,679,449 is not available.

Taxpayer	Type of Property	2022 Certified Taxable Assessed Valuation	% of 2022 Certified Taxable Assessed Valuation
LOA Brazos NM LLC (a)	Land & Improvements	\$ 8,351,462	11.39%
Continental Homes of Texas LP (c)	Land & Improvements	6,606,258	9.01%
College Station Town Center Inc. (b)	Land & Improvements	3,674,569	5.01%
CS Midtown Holdings LP	Land	3,060,558	4.18%
Midtown Adventures LLC	Land & Improvements	2,274,934	3.10%
Individual	Land & Improvements	2,014,658	2.75%
College Station Downtown Residential LLC (b)	Land	1,894,034	2.58%
4121 Midtown Office Park LLC	Land	1,604,490	2.19%
Individual	Land & Improvements	1,148,792	1.57%
SEC Brazos Investments LLC	Land & Improvements	1,137,466	1.55%
Total		\$ 31,767,221	43.34%

(a) Accel at College Station Transitional Care and Rehabilitation Center.

(b) See "THE DEVELOPERS."

(c) d/b/a DR Horton.

Tax Roll Information

The District's assessed value as of January 1 of each year is used by the District in establishing its tax rate. See "TAX PROCEDURES—Valuation of Property for Taxation". The following represents the composition of certified property comprising the 2020 through 2022 Certified Taxable Assessed Valuations. Differences in value from other information herein are due to differences in dates of information provided. A breakdown of the Estimated Taxable Assessed Valuation as of January 1, 2023 is not available.

	2022 Certified Taxable Valuation	2021 Certified Taxable Valuation	2020 Certified Taxable Valuation
Land	\$ 31,277,471	\$ 25,709,367	\$ 14,785,710
Improvements	42,880,166	17,711,363	8,162,825
Personal Property	120,621	608,274	617,829
Exemptions	(983,344)	(637,793)	(33,002)
Total Certified	\$ 73,294,914	\$ 43,391,211	\$ 23,533,362

Tax Adequacy for Debt Service

The tax rate calculations set forth below are presented to indicate the tax rates per \$100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2022 Certified Taxable Assessed Valuation of \$73,294,914 and the Estimated Taxable Assessed Valuation as of January 1, 2023 of \$132,679,449. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable assessed values in the District, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service. See "RISK FACTORS—Factors Affecting Taxable Values and Tax Payments."

Average Annual Debt Service Requirement (2024-2050)	\$399,093
\$0.58 Tax Rate on 2022 Certified Taxable Assessed Valuation at 95% collections.....	\$403,855
\$0.32 Tax Rate on Estimated Taxable Assessed Valuation as of January 1, 2023 at 95% collections...	\$403,346
Maximum Annual Debt Service Requirement (2025)	\$435,100
\$0.63 Tax Rate on 2022 Certified Taxable Assessed Valuation at 95% collections.....	\$438,670
\$0.35 Tax Rate on Estimated Taxable Assessed Valuation as of January 1, 2023 at 95% collections...	\$441,159

No representations or suggestions are made that the estimated values of land and improvements provided by the Appraisal District as of January 1, 2023, for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAX PROCEDURES."

TAX PROCEDURES

Property Tax Code and County-Wide Appraisal District

The Texas Tax Code (the "Property Tax Code") requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas a single appraisal district with the responsibility for recording and appraising property for all taxing units within a county and a single appraisal review board with the responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the "Appraisal District") has the responsibility for appraising property for all taxing units wholly within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos County Appraisal Review Board (the "Appraisal Review Board"). Under certain circumstances, taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Absent any such appeal, the appraisal roll, as prepared by the Appraisal District and approved by the Appraisal Review Board, must be used by each taxing jurisdiction in establishing its tax roll and tax rate. The District is eligible, along with all other conservation and reclamation districts within Brazos County, to participate in the nomination of and vote for a member of the Board of Directors of the Appraisal District.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property and tangible personal property in the District is subject to taxation by the District; however, it is expected that no effort will be made by the District to collect taxes on personal property other than on personal property rendered for taxation, business inventories and the property of privately owned utilities. Principal categories of exempt property include: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; farm products owned by the producer; all oil, gas and mineral interests owned by an institution of higher education; certain property owned by exclusively charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; solar and wind-powered energy devices; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older or under a disability for purposes of payment of disability insurance benefits under the Federal Old-Age Survivors and Disability Insurance Act to the extent deemed advisable by the Board. The District would be required to call an election on such residential homestead exemption upon petition by at least twenty percent (20%) of the number of qualified voters who voted in the District's preceding election and would be required to offer such an exemption if a majority of voters approve it at such election. For the 2023 tax year, the District has not granted any such exemptions. The District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between \$5,000 and \$12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if (i) the residence homestead was donated by a charitable organization at no cost to the disabled veteran or, (ii) the residence

was donated by a charitable organization at some cost to the disabled veteran if such cost is less than or equal to fifty percent (50%) of the total good faith estimate of the market value of the residence as of the date the donation is made. Also, the surviving spouse of a member of the armed forces or a first responder (as defined under Texas law), who was (i) killed in action, or (ii) fatally injured in the line of duty, is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

A "Freeport Exemption" applies to goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining oil or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to certain tangible personal property, as defined by the Property Tax Code, acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and certain special inventory including dealer's motor vehicles, dealer's vessel and outboard motor vehicle, dealer's heavy equipment and retail manufactured housing inventory. The exemption applies to covered property if it is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. However, taxing units who took official action as allowed by prior law before October 1, 2011, to tax goods-in-transit property, and who pledged such taxes for the payment of debt, may continue to impose taxes against the goods-in-transit property until the debt is discharged without further action, if cessation of the imposition would impair the obligations of the contract by which the debt was created. The District has not exercised its option to tax goods-in-transit personal property but may choose to do so in the future.

General Residential Homestead Exemption

Texas law authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads, but not less than \$5,000 if any exemption is granted, from ad valorem taxation. The law provides, however, that where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. For the 2023 tax year, the District has not granted a general residential homestead exemption.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Assessments under the Property Tax Code are to be based upon one hundred percent (100%) of market value. The appraised value of residential homestead property may be limited to the lesser of the market value of the property, or the sum of the appraised value of the property for the last year in which it was appraised, plus ten percent (10%) of such appraised value multiplied by the number of years since the last appraisal, plus the market value of all new improvements to the property. Once an appraisal roll is prepared and approved by the Appraisal Review Board, it is used by the District in establishing its tax rate. The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraised values. The plan must provide for appraisal of all real property by the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to comply with the Property Tax Code. The District may challenge the exclusion of property from the appraisal rolls or the grant, in whole or in part, of an exemption.

Texas law provides for notice and hearing procedures prior to the adoption of an ad valorem tax rate by the District. Additionally, under certain circumstances, an election would be required to determine whether to approve the adopted total tax rate. See "TAX PROCEDURES—Rollback of Operations and Maintenance Tax Rate." The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Agricultural, Open Space, Timberland and Inventory Deferment

The Property Tax Code permits land designated for agricultural use (including wildlife management), open space, or timberland to be appraised at its value based on the land's capacity to produce agriculture or timber products rather than at its fair market value. The Property Tax Code permits, under certain circumstances, that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of any of such designations must apply for the designation, and the Appraisal District is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions and not as to others. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use for the three (3) years prior to the loss of the designation for agricultural, timberland or open space land. According to the District's Tax Assessor/Collector, as of January 1, 2022, approximately 58 acres of land within the District was designated for agricultural use, open space, inventory deferment, or timberland.

Tax Abatement

The City and Brazos County may designate all or part of the District as a reinvestment zone, and the District, Brazos County, and the City may thereafter enter into tax abatement agreements with the owners of property within the zone. The tax abatement agreements may exempt from ad valorem tax, by the applicable taxing jurisdictions, and by the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. According to the District's Tax Assessor/Collector, to date, none of the area within the District has been designated as a reinvestment zone.

Levy and Collection of Taxes

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. The District adopts its tax rate each year after it receives a tax roll certified by the Appraisal District. Taxes are due upon receipt of a bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid beginning the first calendar month it is delinquent. A delinquent tax also incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus a one percent (1%) penalty for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent, which penalty remains at such rate without further increase. If the tax is not paid by July 1, an additional penalty of up to the amount of the compensation specified in the District's contract with its delinquent tax collection attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District. With respect to personal property taxes that become delinquent on or after February 1 of a year and that remain delinquent sixty (60) days after the date on which they become delinquent, as an alternative to the penalty described in the foregoing sentence, an additional penalty on personal property of up to the amount specified in the District's contract with its delinquent tax attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District prior to July 1. The District's contract with its delinquent tax collection attorney currently specifies a twenty percent (20%) additional penalty. The District may waive penalties and interest on delinquent taxes only for the items specified in the Texas Property Tax Code. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency of taxes under certain circumstances. The owner of a residential homestead property who is (i) a person sixty-five (65) years of age or older, (ii) under a disability for purpose of payment of disability insurance benefits under the Federal Old Age Survivors and Disability Insurance Act, or (iii) qualifies as a disabled veteran under Texas law, is also entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership. Additionally, a person who is delinquent on taxes for a residential homestead is entitled to an agreement with the District to pay such taxes in installments over a period of between 12 and 36 months (as determined by the District) when such person has not entered into another installment agreement with respect to delinquent taxes with the District in the preceding 24 months.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code classifies certain special purpose districts, including the District, differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as “Low Tax Rate Districts.” Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as “Developed Districts.” Districts that do not meet either of the classifications previously discussed can be classified herein as “Developing Districts.” The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below. See “SELECTED FINANCIAL INFORMATION” for a description of the District's current total tax rate.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Developing District will be made by the Board of Directors on an annual basis. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation. For 2023, the District has been designated as a Developing District.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property against which the tax is levied. In addition, on January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of other such taxing units. See “ESTIMATED OVERLAPPING DEBT STATEMENT.” A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien. Further, personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalties, and interest.

Except with respect to (i) owners of residential homestead property who are sixty-five (65) years of age or older or under a disability as described above and who have filed an affidavit as required by law and (ii) owners of residential homesteads who have entered into an installment agreement with the District for payment of delinquent taxes as described above and who are not in default under said agreement, at any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, or by taxpayer redemption rights (a taxpayer may redeem property that is a residence homestead or was designated for agricultural use within two (2) years after the deed issued at foreclosure is filed of record and may redeem all other property within six (6) months after the deed issued at foreclosure is filed of record) or by bankruptcy proceedings which restrict the collection of taxpayer debt. The District's ability to foreclose its tax lien or collect penalties and interest may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. Generally, the District's tax lien and a federal tax lien are on par with the ultimate priority being determined by applicable federal law. See "RISK FACTORS—Tax Collection Limitations."

GENERAL FUND

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years May 31, 2020 through 2022 and an unaudited summary from the District's bookkeeper for the ten months ended March 31, 2023. Such figures are included for informational purposes only. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. See "RISK FACTORS—Operating Funds." Reference is made to "APPENDIX A" for further and complete information.

		Fiscal Year Ended May 31		
	6/1/2022 to 3/31/2023 (a)	2022	2021	2020 (b)
Revenues				
Property Taxes	\$ 80,794	\$ 73,108	\$ 116,829	\$ 73,312
Penalty and Interest	-	-	1,738	3,092
Investment Income	-	-	66	54
Other Income	-	-	-	11,156
Total Revenues	\$ 80,794	\$ 73,108	\$ 118,633	\$ 87,614
Expenditures				
Professional Fees	\$ 96,391	\$ 86,214	\$ 94,471	\$ 97,192
Contracted Services	24,897	26,452	23,538	19,256
Repairs and Maintenance	65,711	8,084	-	-
Other Expenditures	8,700	11,489	13,843	9,001
Total Expenditures	\$ 195,699	\$ 132,239	\$ 131,852	\$ 125,449
Revenues Over (Under) Expenditures	\$ (114,905)	\$ (59,131)	\$ (13,219)	\$ (37,835)
Other Sources (Uses)				
Developer Advances	\$ 134,000	\$ -	\$ 50,033	\$ 67,490
Interfund Transfer Out	-	(27,952)	-	-
Fund Balance (Beginning of Year)	\$ (16,443)	\$ 70,640	\$ 33,826	\$ 4,171
Fund Balance (End of Year)	\$ 2,652	\$ (16,443)	\$ 70,640	\$ 33,826

(a) Unaudited. Provided by the District's bookkeeper.

(b) Initial audited financial statements.

DEBT SERVICE REQUIREMENTS

The following sets forth the debt service requirements for the Outstanding Bonds plus the estimated debt service requirements for the Bonds at an assumed interest rate of 4.75%. This schedule does not reflect the fact that an amount equal to twelve months of interest will be capitalized from Bond proceeds to pay debt service on the Bonds.

Year	Outstanding Bonds Debt Service Requirements	Plus: Debt Service on the Bonds			Total Debt Service Requirements
		Principal	Interest	Total	
2023	\$ 233,620				\$ 233,620
2024	307,150		\$ 102,521	\$ 102,521	409,671
2025	306,975	\$ 45,000	83,125	128,125	435,100
2026	301,320	45,000	80,988	125,988	427,308
2027	300,600	50,000	78,850	128,850	429,450
2028	299,650	50,000	76,475	126,475	426,125
2029	298,280	50,000	74,100	124,100	422,380
2030	298,365	55,000	71,725	126,725	425,090
2031	298,155	55,000	69,113	124,113	422,268
2032	297,650	55,000	66,500	121,500	419,150
2033	296,950	60,000	63,888	123,888	420,838
2034	291,125	60,000	61,038	121,038	412,163
2035	295,200	60,000	58,188	118,188	413,388
2036	284,013	65,000	55,338	120,338	404,350
2037	282,769	65,000	52,250	117,250	400,019
2038	276,394	65,000	49,163	114,163	390,556
2039	275,019	70,000	46,075	116,075	391,094
2040	273,513	70,000	42,750	112,750	386,263
2041	271,875	75,000	39,425	114,425	386,300
2042	269,900	75,000	35,863	110,863	380,763
2043	267,788	75,000	32,300	107,300	375,088
2044	270,538	80,000	28,738	108,738	379,275
2045	267,838	80,000	24,938	104,938	372,775
2046	275,000	85,000	21,138	106,138	381,138
2047	271,300	85,000	17,100	102,100	373,400
2048	267,450	90,000	13,063	103,063	370,513
2049	263,450	90,000	8,788	98,788	362,238
2050	259,300	95,000	4,513	99,513	358,813
Total	\$ 7,901,183	\$ 1,750,000	\$ 1,357,946	\$ 3,107,946	\$ 11,009,129

Maximum Annual Debt Service Requirement (2025) \$435,100
Average Annual Debt Service Requirements (2024-2050) \$399,093

RISK FACTORS

General

The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station, or any entity other than the District. Payment of the principal of and interest on the Bonds depends upon the ability of the District to collect taxes levied on taxable property within the District in an amount sufficient to service the District's bonded debt or, in the event of foreclosure, on the value of the taxable property in the District and the taxes levied by the District and other taxing authorities upon the property within the District. See "THE BONDS—Source and Security of Payment." The collection by the District of delinquent taxes owed to it and the enforcement by Registered Owners (as hereinafter defined) of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property or that owners of the property will have the ability to pay taxes. See "Registered Owners' Remedies" below.

Specific Flood Type Risks

Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots, along with some commercial and multi-family development. The market value of such properties is related to general economic conditions affecting the demand for residences. Demand for residential lots of this type and the construction of homes thereon and the demand for commercial tracts of land can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See "THE DISTRICT—Status of Development."

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 5 miles south of the central business of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the City and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation's real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District's property tax base.

Developers Obligation to the District

There are no commitments from or obligations of the Developers or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed tracts of land would restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes and commercial and multi-family improvements in the District could be affected by competition from other developments including other developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and commercial tracts and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Maximum Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2022 Certified Taxable Assessed Valuation is \$73,294,914, and the Estimated Taxable Assessed Valuation as of January 1, 2023, is \$132,679,449. After issuance of the Bonds, the maximum annual debt service requirement will be \$435,100 (2025), and the average annual debt service requirement will be \$399,093 (2024-2050, inclusive). Assuming no increase or decrease from the 2022 Certified Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of January 1, 2023, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of \$0.63 and \$0.58, respectively, based on the 2022 Certified Taxable Assessed Valuation and \$0.35 and \$0.32, respectively, based on the Estimated Taxable Assessed Valuation as of January 1, 2023, per \$100 of taxable assessed valuation at a ninety-five percent (95%) collection rate would be necessary to pay both the maximum annual debt service requirement and the average annual debt service requirements. See “DEBT SERVICE REQUIREMENTS.”

No representations or suggestions are made that the 2022 Certified Taxable Assessed Valuation, which is subject to review and downward revision prior to certification, or that the estimated values of land and improvements provided by the Appraisal District as of January 1, 2023 for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See “TAX PROCEDURES.”

Undeveloped Acreage and Vacant Lots

There are approximately 62 acres of commercial and multi-family reserves served with trunk utilities where vertical improvements have not been constructed and approximately 64 acres of undeveloped but developable land within the District as of March 31, 2023. There are currently 71 vacant developed lots available for home construction owned by CSDR. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. Failure of the Developers to develop the developable land or of builders to construct homes in the developed lots could restrict the rate of growth of taxable values in the District. See “THE DISTRICT—Land Use.”

Operating Funds

The District’s only significant sources of revenue to pay its operating expenses are advances from the Developers and maintenance tax proceeds. The District does not receive water and sewer revenues. The District levied a 2022 operation and maintenance tax rate of \$0.12 per \$100 of assessed valuation. The District’s unaudited Operating Fund balance at April 13, 2023 was \$12,080. Attaining and maintaining a positive Operating Fund balance will depend upon (1) advances from the Developers and (2) continued development and increased amounts of maintenance tax revenue. In the event that funds are not made available by the Developers, the District will be required to levy a maintenance tax at a rate sufficient to fund its operating expenses. Such a tax, when added to the District’s debt service tax, may result in a total District tax in excess of similar developments and could adversely affect continued development of the District, as well as the willingness of taxpayers to pay taxes on their property. See “GENERAL FUND.”

Dependence on Principal Taxpayers

Based upon the certified 2022 tax rolls, the top ten taxpayers are responsible for approximately 43.34% of the District’s 2022 taxes (levied on \$73,294,914 in taxable property value). The principal taxpayer in the District is LOA Brazos NH LLC, the owner of Accel at College Station, a transitional care and rehabilitation center, who is responsible for approximately 11.39% of the District’s 2022 taxes. The second largest taxpayer is Continental Homes of Texas LP, (d/b/a DR Horton) which is responsible for approximately 9.01% of the District’s 2022 taxes. The third and seventh largest taxpayers in the District are the Developers, which are responsible for approximately 5.01% and 2.58%, respectively, of the District’s 2022 taxes. See “THE DISTRICT - Status of Development,” “THE DEVELOPERS,” and “TAX DATA - Principal Taxpayers.” The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District will directly affect the District’s ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Order, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District’s available funds could have a material adverse effect upon the District’s ability to pay debt service on the Bonds on a current basis.

Future Debt

The District reserves in the Bond Order the right to issue the remaining \$99,850,000 principal amount of authorized but unissued unlimited tax bonds for the purpose of acquiring or constructing road facilities and \$106,600,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds, \$71,400,000 principal amount of unlimited tax bonds authorized but unissued for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and \$71,400,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds. The District may issue additional bonds which may be voted hereafter. After reimbursement from the sale of the Bonds, the Developers will have expended approximately \$15,365,000 (as of March 31, 2023) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and road facilities not yet reimbursed. See “THE BONDS-Issuance of Additional Debt.” The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the Texas Commission on Environmental Quality (the “Commission”).

Environmental and Air Quality Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues: Air quality control measures required by the United States Environmental Protection Agency (the “EPA”) and the Texas Commission on Environmental Quality (the “TCEQ”) may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act (“CAA”) Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one-hour (124 parts per billion (“ppb”)) and eight-hour (84 ppb) standards promulgated by the EPA in 1997 (the “1997 Ozone Standards”); the tighter, eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the “2008 Ozone Standard”), and the EPA’s most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the “2015 Ozone Standard”).

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County’s economic growth and development.

Water Supply & Discharge Issues: Water supply and discharge regulations that certain special districts, including the District, may be required to comply with involve: (1) public water supply systems, (2) wastewater discharges from treatment facilities, (3) storm water discharges, and (4) wetlands dredge and fill activities. Each of these is addressed below:

Texas Pollutant Discharge Elimination System (“TPDES”) permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000), with an effective date of March 5, 2018, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain nonstormwater discharges into surface water in the state. It has a 5-year permit term and is then subject to renewal. Moreover, the Clean Water Act (“CWA”) and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district’s ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued the General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the “MS4 Permit”) on January 24, 2019. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is currently not subject to the MS4 Permit, if the District’s inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of certain special districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the “waters of the United States.” The District must obtain a permit from the United States Army Corps of Engineers (“USACE”) if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2015, the EPA and USACE promulgated a rule known as the Clean Water Rule (“CWR”) aimed at redefining “waters of the United States” over which the EPA and USACE have jurisdiction under the CWA. The CWR significantly expanded the scope of the federal government’s CWA jurisdiction over intrastate water bodies and wetlands. On September 12, 2019, the EPA and USACE finalized a rule repealing the CWR, thus reinstating the regulatory text that existed prior to the adoption of the CWR. This repeal officially became final on December 23, 2019, but the repeal itself became the subject of litigation in multiple jurisdictions.

On January 23, 2020, the EPA and USACE released the Navigable Waters Protection Rule (“NWPR”), which contained a new definition of “waters of the United States.” The NWPR became effective June 22, 2020, and is the subject of ongoing litigation.

On June 9, 2021, the EPA and USACE announced plans to further revise the definition of “waters of the United States.” On August 30, 2021, the United States District Court for the District of Arizona issued an order vacating the NWPR while the EPA and USACE made plans to replace it. On November 18, 2021, the EPA and USACE issued a Notice of Proposed Rulemaking to put back into place the pre-2015 definition of “waters of the United States,” and on December 7, 2021, the proposed rule was published in the Federal Register, with the public comment period closing on February 7, 2022. On December 30, 2022, the EPA and USACE finalized the proposed rule, effective as of March 20, 2023, which vacates and remands the NWPR released in 2020 and interprets “waters of the United States” consistent with the pre-2015 regulatory regime. The adoption of the new rule is the subject of litigation, including a suit filed in the United States District Court for the Southern District of Texas. Due to this existing and possible future litigation and regulatory action, there remains uncertainty regarding the ultimate scope of “waters of the United States” and the extent of EPA and USACE jurisdiction. Depending on the final outcome of such proceedings, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements.

Tax Collection Limitations

The District’s ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District’s ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time consuming and expensive collection procedures, (b) a bankruptcy court’s stay of tax collection procedure against a taxpayer, or (c) market conditions limiting the proceeds from a foreclosure sale of taxable property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Attorney’s fees and other costs of collecting any such taxpayer’s delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor’s confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See “TAX PROCEDURES—District’s Rights in the Event of Tax Delinquencies.”

Registered Owners’ Remedies

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Beneficial Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Beneficial Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Beneficial Owners.

Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Order may not be reduced to a judgment for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Beneficial Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Beneficial Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Bankruptcy Limitation to Registered Owners' Rights

Subject to the requirements of Texas law, the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Section 901-946, if the District: (1) is authorized to file for federal bankruptcy protection by Texas law; (2) is insolvent or unable to meet its debts as they mature; (3) desires to effect a plan to adjust such debts; and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, the District must also obtain the approval of the Commission prior to filing bankruptcy. Such law requires that the Commission investigate the financial conditions of the District and authorize the District to proceed only if the District has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning District relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim.

If the District decides in the future to proceed voluntarily under the federal Bankruptcy Code, the District could develop and file a plan for the adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect the Registered Owners by reducing or eliminating the interest rate or the principal amount, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of such Registered Owner's claim against the District.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Order contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Order on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "LEGAL MATTERS—Tax Exemption."

Marketability

The District has no agreement with the Underwriter regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Opinions

The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District and to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of such opinion, assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "Tax Exemption" below. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property within the District. Bond Counsel's opinion will also address the matters described below.

In addition to serving as Bond Counsel, Schwartz, Page & Harding, L.L.P., also serves as counsel to the District on matters not related to the issuance of bonds. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of bonds actually issued, sold and delivered, and, therefore, such fees are contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the District by McCall, Parkhurst & Horton L.L.P., Houston, Texas, as Disclosure Counsel.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Legal Review

In its capacity as Bond Counsel, Schwartz, Page & Harding, L.L.P., has reviewed the information appearing in this Official Statement under the captioned sections "THE BONDS," "THE DISTRICT—General," "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION," "MANAGEMENT OF THE DISTRICT—Bond Counsel and General Counsel," "TAX PROCEDURES," and "LEGAL MATTERS" solely to determine whether such information fairly summarizes the law and documents referred to therein. Such firm has not independently verified factual information contained in this Official Statement, nor has such firm conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the other information contained herein.

Tax Exemption

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof, and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

In rendering its opinion, Bond Counsel will rely upon, and assume continuing compliance with, (a) certain information and representations of the District, including information and representations contained in the District's federal tax certificate issued in connection with the Bonds, and (b) covenants of the District contained in the Bond Order relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law, upon which Bond Counsel has based its opinion, is subject to change by Congress, administrative interpretation by the Department of the Treasury and to subsequent judicial interpretation. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Qualified Tax-Exempt Obligations

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," that are designated by a "qualified small issuer" as "qualified tax-exempt obligations." A "qualified small issuer" is any governmental issuer (together with any "on-behalf of" and "subordinate" issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term "financial institution" as any "bank" described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to "qualified tax-exempt obligations" provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a "bank," as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase "qualified tax-exempt obligations" shall be reduced by twenty-percent (20%) as a "financial institution preference item."

The District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations." Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the aforementioned dollar limitation and the Bonds would not be "qualified tax-exempt obligations."

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law which is subject to change or modification retroactively.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences. The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, including financial institutions, life insurance and property and casualty insurance companies, owners of interests in a FASIT, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health-insurance premium assistance credit, and individuals allowed an earned income credit. THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIFIC PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under Section 56A of the Code to calculate the alternative minimum tax imposed by Section 55 of the Code.

Under Section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Tax Accounting Treatment of Original Issue Discount and Premium Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrued period or be in excess of one year (the "Original Issue Discount Bonds"). The difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. See "Tax Exemption" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. **ALL OWNERS OF ORIGINAL ISSUE DISCOUNT BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION FOR FEDERAL, STATE AND LOCAL INCOME TAX PURPOSES OF INTEREST ACCRUED UPON REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS AND WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP, REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS.**

The initial public offering price to be paid for certain maturities of the Bonds may be greater than the amount payable on such Bonds at maturity (the "Premium Bonds"). An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. **PURCHASERS OF THE PREMIUM BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION OF AMORTIZABLE BOND PREMIUM WITH RESPECT TO THE PREMIUM BONDS FOR FEDERAL INCOME TAX PURPOSES AND WITH RESPECT TO THE STATE AND LOCAL TAX CONSEQUENCES OF OWNING PREMIUM BONDS.**

REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS

The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction.

The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

NO MATERIAL ADVERSE CHANGE

The obligations of the Underwriter to take and pay for the Bonds, and the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of the sale.

NO LITIGATION CERTIFICATE

With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Underwriter a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

SALE AND DISTRIBUTION OF THE BONDS

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was rendered by _____ (the "Underwriter") bearing the interest rates shown on the cover page of this Official Statement, at a price of _____ % of the principal amount thereof which resulted in a net effective interest rate of _____ % as calculated pursuant to Chapter 1204, Texas Government Code (the "IBA" method).

The prices and other terms with respect to the offering and the sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of municipal utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, which are more generally bought, sold or traded in the secondary market.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from other sources believed to be reliable. No guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and the inclusion herein of information from sources other than the District is not to be construed as a representation on the part of the District to such effect, except as described below under "CERTIFICATION OF OFFICIAL STATEMENT." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Masterson Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the OFFICIAL STATEMENT, including the OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM for the sale of the Bonds. In its capacity as Financial Advisor, Masterson Advisors LLC has compiled and edited this OFFICIAL STATEMENT. The Financial Advisor has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants in addition to the Financial Advisor.

Engineer: The information contained in this Official Statement relating to engineering and to the description of the System and, in particular that information included in the sections entitled “THE DISTRICT” and “THE ROADS” (as it relates to District facilities) has been provided by Edminster, Hinshaw, Russ & Associates, Inc. and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the Assessed Valuations of the District has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor Collector: The information contained in this Official Statement relating to the historical breakdown of the Certified Taxable Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon B&A Municipal Tax Service, LLC as an expert in collecting taxes.

Auditor: The financial statements of the District as of May 31, 2022 and for the year then ended, included in this offering document, have been audited by FORVIS, LLP, independent auditors, as stated in their report appearing herein. See “APPENDIX A.”

Bookkeeper: The information related to the “unaudited” summary of the District's General Operating Fund as it appears in “THE GENERAL FUND” has been provided by Municipal Accounts & Consulting, L.P. and is included herein in reliance upon the authority of such firm as experts in the tracking and managing the various funds of special districts.

UPDATING OF OFFICIAL STATEMENT

For the period beginning on the date of the award of the sale of the Bonds to the Underwriter and ending on the ninety-first (91st) day after the “end of the underwriting period,” (as defined in Rule 15c(2)-12(f)(2) of the United States Securities and Exchange Commission (the “SEC”)), if any event shall occur of which the District has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not materially misleading, the District will promptly notify the Underwriter of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, be materially misleading. The District assumes no responsibility for supplementing this Official Statement thereafter.

CERTIFICATION OF OFFICIAL STATEMENT

The District, acting through its Board in its official capacity and in reliance upon the experts listed above, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

CONTINUING DISCLOSURE OF INFORMATION

The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission (the “SEC”) regarding the District’s continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of bonds outstanding and no other person is committed by contract or other arrangement with respect to payment of the Bonds. In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds subject to amendment to or repeal of same as set forth below. Under the agreement, the District will be obligated to provide certain financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (“MSRB”). The MSRB has established the Electronic Municipal Market Access (“EMMA”) system.

Annual Reports

The District will provide certain financial information and operating data which is customarily prepared by the District and is publicly available, annually to the MSRB. The financial information and operating data which will be provided with respect to the District is found in APPENDIX A (Independent Auditor's Report and Financial Statements). The District will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2023. Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six-month period, and audited financial statements when the audit report becomes available.

The District's current fiscal year end is May 31. Accordingly, it must provide updated information by November 30 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the "Rule"); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. The terms "financial obligation" and "material" when used in this paragraph shall have the meanings ascribed to them under federal securities laws.

Neither the Bonds nor the Bond Order makes any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under "Annual Reports."

Availability of Information from the MSRB

The District has agreed to provide the foregoing information only to the MSRB. Investors can access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or operations of the District, but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with SEC Rule 15c2-12, taking into account any amendments and interpretations of SEC Rule 15c2-12 to the date of such amendment, as well as changed circumstances, and either the Holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as a nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of SEC Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid but in either case, only to the extent that its right to do so would not prevent the Underwriter from lawfully

purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Rock Prairie Management District No. 2, as of the date shown on the cover page.

/s/ _____
President, Board of Directors

ATTEST:

/s/ _____
Secretary, Board of Directors

AERIAL PHOTO
(Approximate boundaries as of April 2023)

PHOTOGRAPHS

(Taken April 2023)

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended May 31, 2022

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

OFFICIAL NOTICE OF SALE

\$1,750,000

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

UNLIMITED TAX ROAD BONDS SERIES 2023

Bids Due: Thursday, May 11, 2023, at 9:45 A.M., Houston Time in Houston, Texas
Bid Award: Thursday, May 11, 2023, at 2:00 P.M., Houston Time, in Houston, Texas

BOOK-ENTRY-ONLY

THE SALE

Bonds Offered for Sale by Competitive Bidding: The Board of Directors (the "Board") of Rock Prairie Management District No. 2 (the "District") is inviting competitive bids for the purchase of its \$1,750,000 Unlimited Tax Road Bonds, Series 2023 (the "Bonds"). Bidders may submit bids for the Bonds by any of the following methods:

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

Place and Time of Bid Opening: Masterson Advisors LLC, on behalf of the District will open and publicly read bids for the purchase of the Bonds at Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 9:45 A.M., Houston Time, Thursday, May 11, 2023. Any bid received after the scheduled time for bid opening will not be accepted by the Board and will be returned unopened.

Sealed Bids Delivered to the District: Sealed bids, plainly marked "Bid for Bonds" should be addressed to "President and Board of Directors, Rock Prairie Management District No. 2, of Brazos County, Texas," % Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046 and delivered prior to 9:45 A.M., Houston Time, Thursday, May 11, 2023. All bids must be submitted in duplicate on the OFFICIAL BID FORM, without alteration or interlineation.

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 9:45 A.M., Houston Time, Thursday, May 11, 2023. Bidders must submit by e-mail (anthea.moran@mastersonadvisors.com / (713) 814-0552), prior to 9:00 A.M., Houston Time, Thursday, May 11, 2023, a signed OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. A signed OFFICIAL BID FORM received after 1:30 P.M., Houston Time will result in the electronic bid not being accepted by the Board. Subscription to i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

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

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

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

Bids by Telephone: Bidders must submit by e-mail or facsimile (anthea.moran@mastersonadvisors.com / (713) 814-0552) a signed original OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, prior to 9:00 A.M., Houston Time, Thursday, May 11, 2023. Bidders that have provided a signed bid form will be contacted by a representative of Masterson Advisors LLC between 9:10 A.M. and 9:40 A.M., Houston Time, on the date of the sale. Questions about this procedure should be addressed to Ms. Moran at (713) 814-0552.

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

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

THE BONDS

Description of the Bonds: Principal of the Bonds is payable at maturity or earlier redemption. Interest on the Bonds will accrue from the Date of Delivery (as defined herein) and will be payable on each September 1 and March 1, commencing March 1, 2024, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be initially registered in the name of and delivered only to Cede & Co., the nominee of The Depository Trust Company (“DTC”), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of \$5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Co., N.A., in Dallas, Texas. See the PRELIMINARY OFFICIAL STATEMENT for a more complete description of the Bonds. The Bonds will mature serially on September 1 in the years and amounts as follows:

YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT
2025	\$ 45,000	2034	\$ 60,000	2043	\$ 75,000
2026	45,000	2035	60,000	2044	80,000
2027	50,000	2036	65,000	2045	80,000
2028	50,000	2037	65,000	2046	85,000
2029	50,000	2038	65,000	2047	85,000
2030	55,000	2039	70,000	2048	90,000
2031	55,000	2040	70,000	2049	90,000
2032	55,000	2041	75,000	2050	95,000
2033	60,000	2042	75,000		

Book-Entry-Only: The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds. Beneficial Owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such Beneficial Owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the “Paying Agent/Registrar”), directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners of the Bonds as described in the PRELIMINARY OFFICIAL STATEMENT. See “BOOK-ENTRY-ONLY SYSTEM” in the PRELIMINARY OFFICIAL STATEMENT.

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

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

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

CONDITIONS OF THE SALE

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

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

Good Faith Deposit: Each bid must be accompanied by a bank cashier's check payable to the order of "Rock Prairie Management District No. 2" in the amount of \$35,000, which represents two percent (2%) of the principal amount of the Bonds. Only bank cashier checks will be accepted; no "Official Bank Checks" will be accepted. The check will be considered as a Good Faith Deposit, and the check of the Underwriter will be retained uncashed by the District until the Bonds are delivered. In the event the Underwriter should fail or refuse to accept delivery of and pay for the Bonds in accordance with its bid, or if it is determined that after the acceptance of its bid by the District that the Underwriter was found not to satisfy the requirements described below regarding the filing of a standing letter with the Office of the Attorney General of Texas, and as a result, the Attorney General of Texas will not deliver its approving opinion of the Bonds, then the Good Faith Deposit shall be cashed, and the proceeds accepted by the District as full and complete liquidated damages against the Underwriter. The Good Faith Deposit may accompany the OFFICIAL BID FORM, or it may be submitted separately. If submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn to authorize its use as a Good Faith Deposit by the bidder, who shall be named in such instructions. Upon payment for and delivery of the Bonds, the Good Faith Deposit will be returned uncashed. No interest will be paid on the Good Faith Deposit. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

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

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

Provision of Texas Ethics Commission Form 1295 (“TEC Form 1295”) by Bidders: Pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the District may not award the Bonds to a bidder that is a privately held entity unless the bidder, and each privately held syndicate member listed on the Official Bid Form, have provided to the District (c/o Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046; Attn: Anthea Moran, anthea.moran@mastersonadvisors.com) a completed and signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed, and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately but must be provided to the District prior to the time prescribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District (c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056) within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity’s name is Rock Prairie Management District No. 2, and the **contract ID number is RPMD2-S2023-B**. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

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

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

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

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

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

Delivery: The Bonds will initially be delivered as one Bond for each maturity. Delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given at least three (3) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about June 7, 2023 (the "Date of Delivery"), and it is understood and agreed that the Underwriter will accept delivery of and make payment for the Bonds by 10:00 A.M., Houston Time on the Date of Delivery, or thereafter on the date the Bonds are tendered for delivery, up to and including July 7, 2023. If for any reason the District is unable to make delivery on or before July 7, 2023, then the District shall immediately contact the Underwriter and offer to allow the Underwriter to extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within three (3) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

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

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

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

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

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

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

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

For purposes of this section of this Notice of Sale:

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

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

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

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

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

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any maturity of the Hold-the-Price Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the Sale Date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a maturity of the Hold-the-Price Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

No Material Adverse Change: The obligation of the Underwriter to take up and pay for the Initial Bonds, and of the District to deliver the Initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the PRELIMINARY OFFICIAL STATEMENT, as it may have been finalized, supplemented or amended through the Date of Delivery.

No-Litigation Certificate: On the Date of Delivery of the Bonds to the Underwriter, the District will execute and deliver to the Underwriter, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

Rule G-32 Requirements: It is the responsibility of the Underwriter to comply with the Municipal Securities Rule Making Board's Rule G-32 within the required time frame. The Underwriter must send two copies of the OFFICIAL STATEMENT along with two complete Form G-32's to the appropriate address.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), the District and the Underwriter agree, by the submission and acceptance of the winning bid, as follows.

Final Official Statement: The District has approved and authorized distribution of the accompanying PRELIMINARY OFFICIAL STATEMENT for dissemination to potential purchasers of the Bonds but does not intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the PRELIMINARY OFFICIAL STATEMENT to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial reoffering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the OFFICIAL STATEMENT identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the OFFICIAL STATEMENT otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final OFFICIAL STATEMENT or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the OFFICIAL STATEMENT which are being or which will be made by the District are those described and contained in the OFFICIAL STATEMENT under the caption "PREPARATION OF OFFICIAL STATEMENT—Certification of OFFICIAL STATEMENT."

Changes to Official Statement: If subsequent to the date of the OFFICIAL STATEMENT, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the OFFICIAL STATEMENT to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, as described above under "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions to Delivery," the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the OFFICIAL STATEMENT satisfactory to the Underwriter provided, however, that the obligation of the District to so amend or supplement the OFFICIAL STATEMENT will terminate when the District delivers the Bonds to the Underwriter, unless the Underwriter notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

Delivery of Official Statements: The District shall furnish final OFFICIAL STATEMENTS to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter) within seven (7) business days after the sale date. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the OFFICIAL STATEMENT or any such supplements or amendments as the Underwriter may reasonably request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the OFFICIAL STATEMENT specified in the winning bid and an equal number of any supplements or amendments issued on or before the Date of Delivery, but the Underwriter shall pay for all other copies of the OFFICIAL STATEMENT or any supplement or amendment thereto.

Continuing Disclosure of Information: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the PRELIMINARY OFFICIAL STATEMENT under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or their agent of a certified copy of the Bond Order containing the agreement described under such heading.

Substantive Requirements for Official Statement: To the best knowledge and belief of the District, the PRELIMINARY OFFICIAL STATEMENT contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds.

GENERAL CONSIDERATIONS

Risk Factors: The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, with respect to the risk factors associated with the Bonds. Particular attention should be given to the information set forth therein under the caption “RISK FACTORS.”

Municipal Bond Rating: The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made.

Reservation of Rights: The District reserves the right to reject any and all bids and to waive any and all irregularities, except time of filing.

Not an Offer to Sell: This OFFICIAL NOTICE OF SALE does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM.

Registration and Qualification of Bonds for Sale: The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, and the Bonds have not been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions. By submission of its bid, the Underwriter represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Underwriter will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Underwriter, at the Underwriter’s written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

Section 149(a) of the Code requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owners’ income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered bond will be issued for each maturity of the Bonds and will be deposited with DTC. See “BOOK-ENTRY-ONLY SYSTEM.” So long as any Bonds remain outstanding, the District will maintain at least one Paying Agent/Registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Additional Copies of Documents: Additional copies of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM may be obtained from the Financial Advisor, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046.

Mr. Uri Geva
President, Board of Directors
Rock Prairie Management District No. 2

OFFICIAL BID FORM

President and Board of Directors
Rock Prairie Management District No. 2
c/o Masterson Advisors LLC
3 Greenway Plaza, Suite 1100
Houston, Texas 77046

Board Members:

We have read in detail the OFFICIAL NOTICE OF SALE and PRELIMINARY OFFICIAL STATEMENT dated April 13, 2023, relating to the \$1,750,000 Rock Prairie Management District No. 2 (the "District") Unlimited Tax Road Bonds, Series 2023 (the "Bonds"). We realize that the Bonds involve certain investment considerations, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "PRELIMINARY OFFICIAL STATEMENT," and pursuant to the terms and condition of the sale of the Bonds described in the "OFFICIAL NOTICE OF SALE," we will pay you a price of \$_____, representing _____% of the principal amount. Such Bonds mature September 1, in each of the years and in the amounts and interest rates shown below:

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2025	\$ 45,000	_____ %	2038	\$ 65,000 *	_____ %
2026	45,000	_____ %	2039	70,000 *	_____ %
2027	50,000	_____ %	2040	70,000 *	_____ %
2028	50,000	_____ %	2041	75,000 *	_____ %
2029	50,000	_____ %	2042	75,000 *	_____ %
2030	55,000 *	_____ %	2043	75,000 *	_____ %
2031	55,000 *	_____ %	2044	80,000 *	_____ %
2032	55,000 *	_____ %	2045	80,000 *	_____ %
2033	60,000 *	_____ %	2046	85,000 *	_____ %
2034	60,000 *	_____ %	2047	85,000 *	_____ %
2035	60,000 *	_____ %	2048	90,000 *	_____ %
2036	65,000 *	_____ %	2049	90,000 *	_____ %
2037	65,000 *	_____ %	2050	95,000 *	_____ %

* Subject to optional redemption on or after September 1, 2029.

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

<u>Term Bond Maturity Date</u>	<u>Year of First Mandatory Redemption</u>	<u>Principal Amount of Term Bond</u>	<u>Interest Rate</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost from June 7, 2023 (the "Date of Delivery") \$ _____
 Plus Dollar Amount of Discount (or Less: Dollar Amount of Premium) \$ _____
 NET INTEREST COST \$ _____
 NET EFFECTIVE INTEREST RATE _____ %

The initial Bonds shall be registered in the name of Cede & Co. as the nominee for The Depository Trust Company.

By submitting this bid, we agree to provide copies of the final OFFICIAL STATEMENT, and any amendments and supplements thereto, in accordance with the terms of the OFFICIAL NOTICE OF SALE and as required by Rule 15c2-12 of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board.

A Bank Cashier's Check payable to the order of the District in the amount of \$35,000 has been made available to you prior to the opening of this bid, as a Good Faith Deposit, and is submitted in accordance with the OFFICIAL NOTICE OF SALE.

The undersigned agrees to complete, execute, and deliver to the District by the Date of Delivery of the Bonds a certificate relating to the "issue price" of the Bonds in the form accompanying the OFFICIAL NOTICE OF SALE, with such changes thereto as may be acceptable to the District.

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Houston, Texas time, on the Date of Delivery or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale." In addition, in the event less than all of the Bonds are sold to ultimate customers prior to the Date of Delivery of the Bonds, we will so notify the District on such date.

The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Bid Form, the bidder represents and verifies that, to the extent this bid for the Bonds represents a contract for goods or services within the meaning of Texas Government Code Sections 2271.002, 2274.002 (as added by Senate Bill 13, 87th Texas Legislature, Regular Session ("SB 13")), or 2274.002 (as added by Senate Bill 19, 87th Texas Legislature, Regular Session ("SB 19")), each as amended, solely for purposes of Texas Government Code Chapters 2271, 2274 as added by SB 13, or 2274 as added by SB 19, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid and through the term of this contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, by executing this Bid Form, the bidder also represents and certifies that, to the extent this bid for the Bonds represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

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

By executing this Bid Form, Bidder acknowledges the award of the Bonds is conditioned upon compliance by the Bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with this Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District.

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

Further, by executing this Bid Form, the bidder also agrees that it will maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

Respectfully submitted,

By: _____

Telephone Number: _____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Rock Prairie Management District No. 2, this 11th day of May, 2023.

ATTEST:

Secretary, Board of Directors

President, Board of Directors

BOND YEARS

Due: September 1, Annually
Dated: June 1, 2023

<u>Year</u>	<u>Principal</u>	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2025	\$ 45,000	101.25	101.25
2026	45,000	146.25	247.50
2027	50,000	212.50	460.00
2028	50,000	262.50	722.50
2029	50,000	312.50	1,035.00
2030	55,000	398.75	1,433.75
2031	55,000	453.75	1,887.50
2032	55,000	508.75	2,396.25
2033	60,000	615.00	3,011.25
2034	60,000	675.00	3,686.25
2035	60,000	735.00	4,421.25
2036	65,000	861.25	5,282.50
2037	65,000	926.25	6,208.75
2038	65,000	991.25	7,200.00
2039	70,000	1,137.50	8,337.50
2040	70,000	1,207.50	9,545.00
2041	75,000	1,368.75	10,913.75
2042	75,000	1,443.75	12,357.50
2043	75,000	1,518.75	13,876.25
2044	80,000	1,700.00	15,576.25
2045	80,000	1,780.00	17,356.25
2046	85,000	1,976.25	19,332.50
2047	85,000	2,061.25	21,393.75
2048	90,000	2,272.50	23,666.25
2049	90,000	2,362.50	26,028.75
2050	95,000	2,588.75	28,617.50
Total	\$ 1,750,000		
Average Maturity		16.353	

ISSUE PRICE CERTIFICATE

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters ("Purchaser") with respect to the purchase of \$1,750,000 Unlimited Tax Road Bonds, Series 2023, by Rock Prairie Management District No. 2 (the "District"), hereby certifies and represents, based on its records and information, as follows:

[If at least 3 qualified bids are received from underwriters]

1. On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

2. The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

3. The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

[If less than 3 qualified bids are received from underwriters]

1. [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms ("Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are the initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as **Schedule A**.]

[Include the following paragraphs 2 and 3 if there are Hold-the-Price Maturities]

2. On or before the first day on which there is a binding contract in writing for the sale of the Bonds ("Sale Date"), the Purchaser offered to the Public each [maturity of the Bonds having the same credit and payment terms ("Maturity")][Maturity of the Hold-the-Price Maturities] at the [Initial Offering Prices for such Maturity][initial offering prices for such Maturity ("Initial Offering Prices")], as set forth in **Schedule A** hereto. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this Issue Price Certificate as **Schedule A**.]

3. As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells [at least ten percent ("Substantial Amount")][a Substantial Amount] of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

[Include the remaining paragraphs regardless of number of bids; revise numbering of paragraphs as appropriate]

4. As used hereinabove, the term "Underwriter" means (i) (A) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i)(A) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (ii) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (i) of this paragraph.

5. Please choose the appropriate statement:

() Purchaser will not purchase bond insurance for the Bonds.

() Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of \$_____ (the "Fee"). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. [Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.] The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

6. The undersigned has calculated the total underwriting spread on the Bonds to be \$ _____. As used herein, the term "total underwriting spread" means the cost for marketing and selling the Bonds, and includes (a) a total takedown of \$ _____, (b) a total management fee of \$ _____, (c) fees and expenses of underwriter's counsel in the estimated total amount of \$ _____, and (d) other expenses in the total estimated amount of \$ _____.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Schwartz, Page & Harding, L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The undersigned understands that the foregoing information will also be relied upon by the District and by Schwartz, Page & Harding, L.L.P. with respect to compliance with the requirements of Section 1202.008 of Chapter 1202, Texas Government Code, as amended. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____ day of _____, 2023.

Name of Underwriter

By: _____

Title: _____

ORDER AUTHORIZING THE ISSUANCE OF
\$1,750,000 UNLIMITED TAX ROAD BONDS, SERIES 2023

BE IT ORDERED BY THE BOARD OF DIRECTORS OF ROCK PRAIRIE
MANAGEMENT DISTRICT NO. 2:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Rock Prairie Management District No. 2 (the "District"), was organized, created and established as a conservation and reclamation district and political subdivision of the State of Texas by an Act of the 83rd Texas Legislature effective June 14, 2013 (the "Act"), codified as Chapter 3909, Texas Special District Local Laws Code, pursuant to the provisions of Article III, Sections 52 and 52-1, and Article XVI, Section 59, of the Constitution of Texas, and operates under and is governed by the provisions of the Act, Chapter 49, V.T.C.A. Water Code, and Chapter 375, V.T.C.A. Local Government Code.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Act for the following purposes:

- (a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;
- (b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;
- (c) the reclamation and drainage of its overflowed land and other land needing drainage;
- (d) the conservation and development of its forests, water, and hydroelectric power;
- (e) the navigation of its inland and coastal water;
- (f) the control, abatement, and change of any shortage or harmful excess of water;
- (g) the protection, preservation and restoration of the purity and sanitary condition of water within the state;
- (h) the preservation of all natural resources of the state;
- (i) developing and diversifying the economy of this state;
- (j) eliminating unemployment and underemployment; and

- (k) developing or expanding transportation and commerce.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Act to:

- (a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:
 - (i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;
 - (ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;
 - (iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;
 - (iv) irrigate the land in the District;
 - (v) alter land elevation in the District where it is needed;
 - (vi) navigate coastal and inland waters of the District;
- (b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law;
- (c) design, acquire, construct, improve, finance and issue bonds, notes or other obligations for roads, under the authority of Article III, Section 52, Texas Constitution and the Act; and
- (d) provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the Act or Chapter 375, Local Government Code.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act and Article III, Section 52, of the Texas Constitution, to design, acquire, construct, finance, issue bonds for, and convey to this state, a county, or a municipality for operation and maintenance, a road or any improvement thereto, which meets the criteria of a county in whose jurisdiction the proposed road project is located or the criteria of a municipality in whose corporate limits or extraterritorial jurisdiction the proposed road project is located, if the municipality or county that will operate and maintain the road has approved the plans and specifications of the road project or if the Texas Transportation Commission has approved the plans and specifications of the road project, if the state is to operate and maintain the road, and to provide for the payment of the

principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District. Said bonds are authorized by the Act and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

- (a) the matters and facts set out in this Article One are true and correct;
- (b) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$71,400,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system, and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (c) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of \$106,600,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;
- (d) at an election held within and for the District on November 3, 2015, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of \$178,000,000 to provide for the refunding by any lawful means of all or any portion of the Outstanding Bonds (hereinafter defined), the Bonds (hereinafter defined), Additional Bonds (hereinafter defined), or refunding bonds payable in whole or in part from taxes;

- (e) the election described in paragraphs (b) through (d) hereof was called and held under and in strict conformity with the Constitution and laws of the State of Texas and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said election and declared that the District was legally created and authorized to issue the bonds described in paragraphs (b) through (d) above, provided that City of College Station consent will be required prior to the issuance of bonds;
- (f) pursuant to the authority of the election held November 3, 2015, as described in paragraph (c) above, the District has heretofore issued its \$2,500,000 Unlimited Tax Road Bonds, Series 2021, dated as of April 1, 2021 (the "Series 2021 Road Bonds") and \$2,500,000 Unlimited Tax Road Bonds, Series 2022, dated as of October 1, 2022 (the "Series 2022 Road Bonds") to finance the acquisition, and construction of road improvements to serve land within the District and, as of the date hereof, there remains outstanding and unpaid \$2,435,000 in aggregate principal amount of the Series 2021 Road Bonds and \$2,500,000 in aggregate principal amount of the Series 2022 Road Bonds (collectively, the "Outstanding Bonds");
- (g) the \$1,750,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 3, 2015 as described in paragraph (c) above for the acquisition and/or construction of road facilities to serve land within the District, and to pay certain other costs and expenses relating to the issuance of the Bonds;
- (h) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and
- (i) the Board of Directors reserves the right to issue the remaining \$71,400,000 unissued bonds which were authorized at the election described in paragraph (b) hereof, the remaining \$99,850,000 unissued bonds which were authorized at the election described in paragraph (c) hereof, and the remaining \$178,000,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B", and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of \$1,750,000 Unlimited Tax Road Bonds, Series 2023, initially dated as of June 1, 2023, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean June 1, 2023.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds, except those proceeds deposited into the Bond Fund Road Bond Account pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2021 Road Bonds and Series 2022 Road Bonds, and amendments and supplements thereof, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bonds" shall mean the Bonds, the Series 2021 Road Bonds, the Series 2022 Road Bonds, and any Additional Bonds of the District issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending the Road System, and any related refunding bonds, whether hereunder or hereafter issued, sold and delivered by the District.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established within the Construction Fund pursuant to the Prior Bond Orders.

Road System.

The term "Road System" shall mean a system of road facilities or facilities in aid thereof to serve the District, including, but not limited to, all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

Serial Bonds.

The term "Serial Bond" or "Serial Bonds" shall mean any one or more as the case may be of the Bonds issued hereunder as serial bonds, which have Maturity Dates in the years ____ through ____, inclusive, and which are not subject to mandatory redemption pursuant to Section 4.01 hereof.

Series 2021 Road Bonds.

The term "Series 2021 Road Bonds" is defined in Section 1.05 hereof.

Series 2022 Road Bonds.

The term "Series 2022 Road Bonds" is defined in Section 1.05 hereof.

Term Bonds.

The term "Term Bond" or "Term Bonds" shall mean one or more, as the case may be, of the Bonds issued hereunder as term bonds which have a Maturity Date in the years ____, ____, ____ and ____, and which are subject to mandatory redemption pursuant to Section 4.01 hereof.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Rock Prairie Management District No. 2 Unlimited Tax Road Bonds, Series 2023", shall be issued in the aggregate principal amount of One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 52 of Article III of the Constitution of Texas and the Act.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of \$5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall include both Serial Bonds and Term Bonds, as provided below.

- (a) Bonds in the aggregate principal amount of \$_____ shall be issued as Serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	_____	_____%
\$ _____	_____	_____%
\$ _____	_____	_____%
\$ _____	_____	_____%
\$ _____	_____	_____%
\$ _____	_____	_____%
_____	_____	_____

- (b) Bonds in the aggregate principal amount of \$_____ shall be issued as Term Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to mandatory and optional redemption in accordance with the provisions of Article Four hereof, on September 1 in the year and in the principal amounts set forth in the schedule below:

<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %
\$ _____	_____	_____ %

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2024, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President and Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President and Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be

valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the owner of any Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Serial Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Serial Bond or Serial Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Serial Bond or Serial Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Serial Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Serial Bonds in accordance with the provisions of this Section 3.09. Except as provided in Section 3.12 hereof, a Term Bond is not exchangeable so long as it is registered in the name of Cede & Co., as nominee of DTC.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

- (a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;
- (b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;
- (c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and
- (d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

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

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of \$5,000 in principal amount; provided, however, that in such event, each Term Bond shall be exchangeable only for one or more Serial Bonds bearing the same rate of interest and corresponding in aggregate principal amounts and Maturity Dates to the unpaid mandatory redemption amounts and Redemption Dates applicable to such Term Bond pursuant to Section 4.01 hereof, with the particular Maturity Date applicable to any such exchange Serial Bond to be determined by the Registrar by lot or other customary method. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01: A. MANDATORY REDEMPTION OF TERM BONDS. Term Bonds with Maturity Dates of September 1, ____, ____, ____ and ____, shall be redeemed, at a price equal to the principal amount thereof, plus accrued interest to the Redemption Date, on September 1 in each of the years and in the principal amounts set forth in the following schedule, with the particular portions of such Term Bonds to be redeemed to be selected by the Registrar or DTC, as applicable, from the portions of the Term Bonds which have not previously been redeemed by the District, by lot or other customary method:

Year of Redemption	Principal Amount
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

Notwithstanding the foregoing, to the extent that Term Bonds of a particular maturity have been previously redeemed in part through the exercise of the District's reserved right of optional redemption, as provided below, each of the aforesaid scheduled mandatory redemption payments for the Term Bonds of such maturity shall be reduced in each such instance of prior redemption, as specified in the District's notice to the Paying Agent as provided below.

B. OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2030, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Serial Bonds of the same maturity are to be redeemed, the particular Serial Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Serial Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Serial

Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Serial Bonds selected for redemption and, in the case of any Serial Bond selected for partial redemption, of the principal amount thereof to be redeemed. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District shall notify the Paying Agent at least forty-five (45) calendar days prior to the Redemption Date of the reductions in the remaining mandatory redemption amounts to result from such optional redemption.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to

secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

DRAFT

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund Road Bond Account, as established pursuant to the Prior Bond Orders, and the aforementioned tax and such payments into the Bond Fund Road Bond Account shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

- (a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per \$100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.
- (b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:
 - (1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and
 - (2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

- (c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable, or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the Bond Fund, Bond Fund Road Bond Account, Construction Fund, and Road Construction Fund Account pursuant to the provisions of the Prior Bond Orders are hereby confirmed. Each fund and account shall be kept separate and apart from all other funds and accounts of the District. The Bond Fund Road Bond Account, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of the Bonds, the Outstanding Bonds and any Additional Bonds issued for the purpose of financing roads payable in whole or in part from taxes, and shall be applied only to pay interest and principal on the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes and the fees and expenses of any Paying Agent or Registrar in respect of same, and to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of the Bonds, the Outstanding Bonds and any Additional Bonds issued for the purpose of financing roads payable in whole or in part from taxes, to pay any tax anticipation notes issued together with interest thereon, as such tax anticipation notes shall become due, and to pay to the United States of America any excess arbitrage profits in respect of the Bonds, the Outstanding Bonds and any Additional Bonds payable in whole or in part from taxes which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund or account of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND ROAD BOND ACCOUNT. The District shall deposit or cause to be deposited into the Bond Fund Road Bond Account the aggregate of the following at the times specified:

- (a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and
- (b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund Road Bond Account in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: CONSTRUCTION FUND. The District shall deposit or cause to be deposited into the Road Construction Fund Account the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. Moneys on deposit in the Road Construction Fund Account shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the Road System. All moneys on deposit in the Road Construction Fund Account as of the date hereof, and all interest and investment earnings on such moneys, now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the purposes for which the Bonds, the Series 2021 Road Bonds and the Series 2022 Road Bonds were sold as set forth in the order authorizing issuance of same and/or for any other lawful purpose for which the Series 2021 Road Bonds and the Series 2022 Road Bonds were authorized, and, if required, the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the Road System for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the proceeds of the Bonds remaining in the Road Construction Fund Account, together with investment earnings thereon, may be used to pay the costs of constructing additional road facilities which will become part of the Road System and/or for any other lawful purpose for which the Bonds, the Series 2021 Road Bonds and the Series 2022 Road Bonds were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Road Construction Fund Account after completion of the entire Road System shall be deposited into the Bond Fund Road Bond Account.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund and the Bond Fund Road Bond Account therein, and into the Construction Fund and the Road Construction Fund Account therein, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund and the account from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from

and interest accruing on investments made from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

- (a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").
- (b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.
- (c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.
- (d) The District has not permitted and will not permit an amount exceeding the lesser of (i) \$5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.
- (e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of

Section 148 of the Code or otherwise in any manner which would cause the Bonds to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

- (f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).
- (g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.
- (h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

- (i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS QUALIFIED TAX-EXEMPT OBLIGATIONS. The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and covenants that it shall take all actions necessary with respect to the Bonds to satisfy the requirements of Section 265(b)(3) of the Code. In particular, the District represents that:

- (a) the aggregate amount of tax-exempt obligations issued by the District during calendar year 2023, including the Bonds, which have been designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, does not exceed \$10,000,000; and

- (b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2023, including the Bonds, will not exceed \$10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES.

The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of, except to the City of College Station, Texas, in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, any Additional Bonds for authorized purposes, including, without limitation:

- (a) the remaining unissued bonds which were authorized at the election described in Section 1.05 (b) and (c) of this Order; and
- (b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (d) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund Road Bond Account, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN
CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The offering of the Bonds qualifies for the Rule 15c2-12(d)(2) exemption from Rule 15c2-12(b)(5) regarding the District's continuing disclosure obligations because the District does not have more than \$10,000,000 in aggregate amount of outstanding bonds, including the Bonds, and no Person is committed by contract or other arrangement with respect to payment of all, or part of, the Bonds. As required by the exemption, the District shall provide within six (6) months after the end of each Fiscal Year, to the MSRB, in an electronic format as prescribed by the MSRB, financial information and operating data which is customarily prepared by the District and is publicly available (being the information and data described in Exhibit "C" attached hereto).

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- (a) Principal and interest payment delinquencies;
- (b) Non-payment related defaults, if material within the meaning of the federal securities laws;

- (c) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) Substitution of credit or liquidity providers, or their failure to perform;
- (f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;
- (g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;
- (h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;
- (i) Defeasances of the Bonds;
- (j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- (k) Rating changes;
- (l) Bankruptcy, insolvency, receivership or similar event of the District;
- (m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;
- (n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- (o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least \$25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Dallas, Texas. To the extent practicable, the District will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking

corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 *et seq.*, as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made

available to any Holder on reasonable request. Each year while any of the Bonds are outstanding, the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser"), for the sum of \$_____, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is _____% which is less than the maximum of _____% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

- (a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and
- (b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at 2:00 p.m., College Station, Texas time on May 11, 2023, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Brazos County, Texas, for posting on a bulletin board located at a place convenient to the public in the Brazos County Courthouse for the time prescribed by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, and that this meeting has been open to the public, as required by law, at all times during which this Order and the subject matter hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

PASSED AND ADOPTED the 11th day of May, 2023.

President, Board of Directors
Rock Prairie Management District No. 2

ATTEST:

Secretary, Board of Directors
Rock Prairie Management District No. 2

(SEAL)

(End of Article Fourteen)

663973

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED
NUMBER
IR-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2023

Interest Rate: _____% Maturity Date: September 1, ____ Initial Date: June 1, 2023 Delivery Date: _____, 2023 CUSIP NO.:

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on September 1 and March 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2024, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on May 11, 2023 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior

redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption	Principal Amount
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____ (Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2030, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[Copy to Come]

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Rock Prairie Management District No. 2 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas,

_____.

Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint
_____ as attorney to transfer said Bond on the books kept for
registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner
appearing on this Assignment is hereby
verified as true and genuine and is guaranteed
by:

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

Registered Owner

NOTICE: The signature on this
Assignment must correspond in every
particular with the name of the Registered
Owner as it appears on the face of the
within Bond.

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED
NUMBER

R-

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED
AMOUNT
\$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX ROAD BOND
SERIES 2023

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____%	September 1, ____	June 1, 2023	_____, 2023	

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on September 1 and March 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2024, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on May 11, 2023 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior

redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Dallas, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE BONDS ISSUED AS TERM BONDS and scheduled to mature on September 1, ____, ____, ____, and ____, are subject to mandatory redemption, prior to said scheduled Maturity Dates, and shall be redeemed, by lot or by other customary method, on September 1 in each of the years and in the principal amounts set forth in the following table (subject to reductions of such principal amounts attributable to prior optional redemptions of such Term Bonds by the District, as provided in the Bond Order), plus accrued interest on said principal amounts:

Year of Redemption		Principal Amount
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____
_____		\$ _____
_____		\$ _____
_____	(Maturity)	\$ _____

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2030, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2029, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to \$5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part. If less than all of the outstanding principal amount of a Term Bond is to be redeemed, the District may determine and notify the Paying Agent of the reduction in the remaining mandatory redemption amount(s) of such Term Bond as result from such optional redemption.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

STATEMENT OF INSURANCE

[Copy to Come]

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Rock Prairie Management District No. 2, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

(Social Security or other identifying number): _____ the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

Registered Owner

NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

(Bank, Trust Company, or
Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

April 27, 2023
Item No. 7.7.
Milliff/Redmond Culverts Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding consultant contract with Binkley & Barfield, Inc. in the amount of \$116,100 for drainage, roadway, utilities, and culvert improvements at Milliff Road and Redmond Drive.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

This project includes drainage improvements at the creek crossings at Milliff Road and Redmond Drive. These improvements include replacing existing culverts, recessing the curb inlets as space allows, adding handrail on both sides of Milliff Road and Redmond Drive at the crossing, new asphalt roadway as well as water and wastewater utility work within the vicinity of the culvert crossings.

City of College Station requested Statements of Qualifications from the 8 qualified firms in the Stormwater Engineering category of the IDIQ list. Capital Project staff received 4 Statements of Qualifications (SOQ) that were submitted and after the review and evaluation process, Binkley & Barfield, Inc. was selected as the most qualified firm for the project.

Budget & Financial Summary: A combined budget in the amount of \$1,002,500 is included for this project in the Drainage Utility, Water Capital Projects, and Wastewater Capital Projects Funds. A total of \$42,606 has been expended or committed to date, leaving a combined balance of \$959,894 for this design contract and future costs.

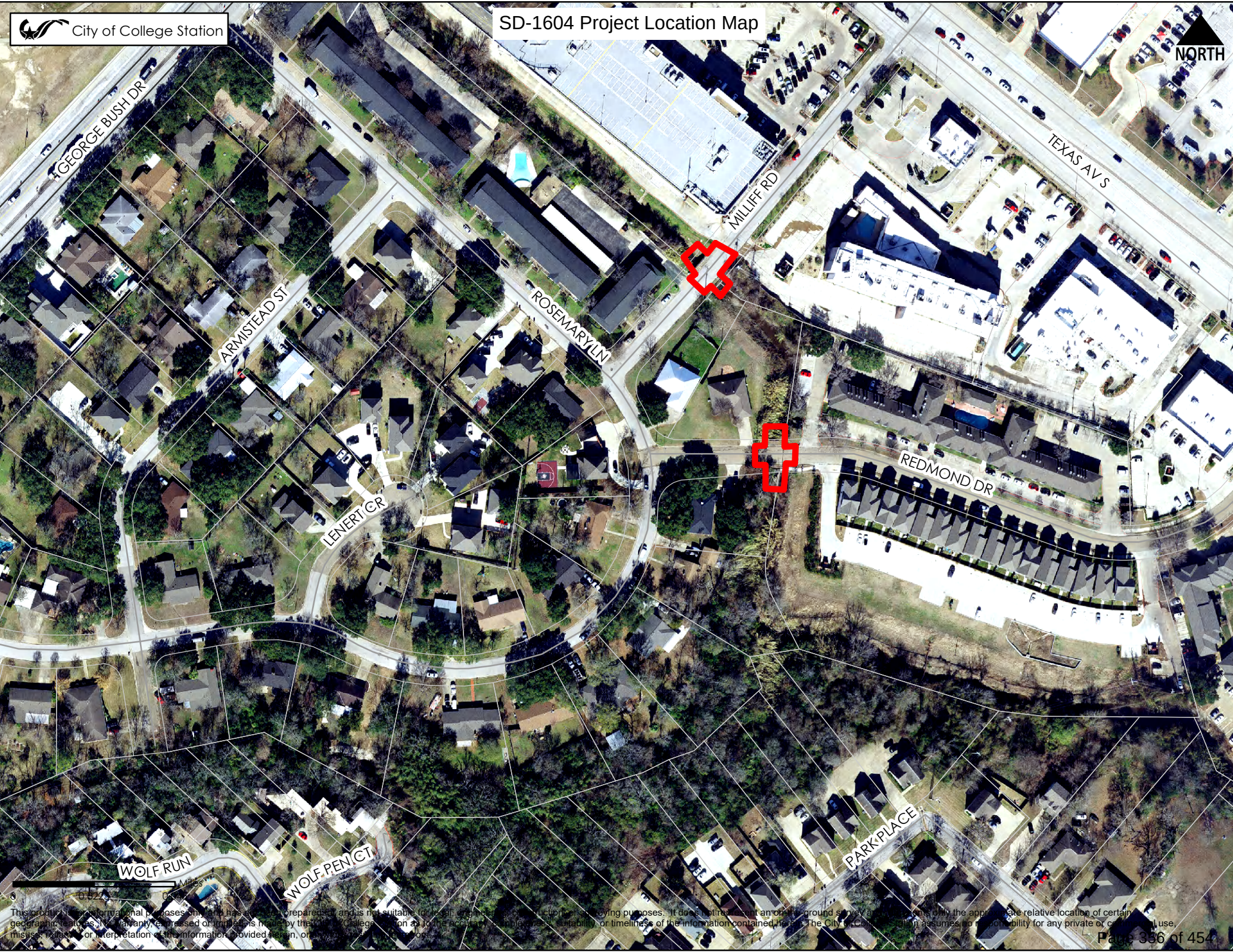
Attachments:

1. Milliff Redmond Culvert Project Map
2. Milliff Redmond Design Contract Vendor Signed



SD-1604 Project Location Map

NORTH





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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 23300350 PROJECT#: SD-1604 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Drainage Improvements at Milliff Road and Redmond Drive

Name of Contractor: Binkley & Barfield, Inc.

CONTRACT TOTAL VALUE: \$ 116,100.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

☒ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

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

Engineering firm chosen from the City IDIC list of qualified professional service providers.

Funding source - SD-1604

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 4/27/2023 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

4/18/2023

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on

**CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION**

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the “City”) and **Binkley & Barfield**, a Texas corporation (the “Consultant”), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

**ARTICLE I
SCOPE OF SERVICES**

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit “A”**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the “Project”):

Drainage Improvements at Milliff Road and Redmond Drive to include the upgrade and replacement of the drainage structures under Milliff Road and Redmond Drive. This includes replacement of the four existing curb inlets, culvert end treatments, and pavement over the culverts to the nearest driveway curb returns. Water and sanitary sewer lines will be replaced within the extents of the project.

**ARTICLE II
PAYMENT**

2.01 In consideration of the Consultant’s provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit “B”**. Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One hundred sixteen thousand one hundred and 00 /100 Dollars (\$116,100.00).

**ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST**

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

- (a) Conceptual Design: n/a **calendar days** after the authorization to commence planning.
- (b) Preliminary Design: 75 **calendar days** after authorization to commence PPD.
- (c) Final Design: 45 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date:

March 15, 2024

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has control shall not be exceeded without written approval from the City. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

- (1) The time for the completion of all Work described herein are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would

sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

- (2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, fail, or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS (\$250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is \$1,841,324.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary

Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's current pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon

request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or

deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant's recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall 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 Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his delegate 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 must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the

City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials,

equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

- (a)** To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnatee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.
- (b)** To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

- (c) **Consultant shall procure liability insurance covering its obligations under this section.**
- (d) **It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.**

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

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below.

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

11.02 Types. Consultant shall have the following types of insurance:

- (a) **Commercial General Liability.**
- (b) **Business Automobile Liability.**

- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and 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, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

- (a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance.
- (c) "Claims made" policies will not be accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 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 Limit of \$1,000,000 per occurrence for bodily injury and property damage with a \$2,000,000 annual aggregate.
- (c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- (d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

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

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) The workers' compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability limits of \$1,000,000 for each accident is required.
 - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. **Definitions:**

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the

coverage period shown on the current certificate of coverage ends during the duration of the project.

- vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.
- viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the Contractor:
 - A. a certificate of coverage, prior to the other person beginning work on the project; and
 - B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the

provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
- x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

- (a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum of \$1,000,000 per claim and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City of College Station when requested.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.
- (d) Retroactive date must be shown on certificate.

ARTICLE XII

USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both

prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The

City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

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

ARTICLE XIV MISCELLANEOUS TERMS

14.01 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.

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

City of College Station

Attn: Melissa Thomas, PE

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

mthomas@cstx.gov

Binkley & Barfield

Attn: Eleanor Rivera

1701 Southwest Parkway

Suite 111

College Station, Texas 77840

erivera@binkleybarfield.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.05 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

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

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

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

14.11 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

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

14.13 Verification No Boycott of 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

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant 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

Binkley & Barfield

CITY OF COLLEGE STATION

By: Brandon Boatcallie

By: _____

Printed Name: Brandon Boatcallie

City Manager

Date: _____

Title: Corporate Vice President

Date: 4/18/2023

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

See Attached Scope of Services

January 27, 2023

Via: E-Mail

Melissa Thomas, PE, LEED AP
Project Manager
City of College Station
300 Krenek Tap Road
College Station, TX 77840

Re: Proposal for Professional Services
Milliff-Redmond Drainage Improvements Project
City of College Station

Dear Melissa Thomas, PE, LEED AP:

Binkley & Barfield, Inc. (BBI) is pleased to submit this proposal to The City of College Station (City) for engineering and surveying services in connection with the Milliff-Redmond Drainage Improvements project. We are excited that you have selected us for this assignment. It is our understanding the project scope generally includes Project Management, Engineering Design, Bidding and Construction Phase Services, and Topographic Surveying.

A. Services to be provided by Binkley & Barfield (BBI):

BBI will provide project management, engineering design and bidding and construction phase services to the City.

Project Management

BBI project management services will include arranging and attending two 2 monthly meetings and 1 review comment meeting, plan production management, and QA/QC efforts for the project.

Engineering Design

- BBI will update the hydraulic model (HEC-RAS) of Wolf Pen Creek Tributary C from the 2019 College Station Master Plan Summary utilizing the ultimate flows to include the culvert crossings under Milliff Rd. and Redmond Dr., determine the existing water surface elevations based on current existing conditions, and design new structures at each crossing to closely match or improve the existing culvert flow characteristics. BBI will provide recommendations for required channel improvement based on the results of the model. BBI will furthermore provide the hydraulic results and model data for the culverts.
- BBI will prepare design drawings for the upgrade and replacement of the culverts under Milliff Rd. and Redmond Dr., including the replacement of the existing inlets on the existing culverts, size for size. No analysis is required for the inlets.
- BBI will provide recommendations for channel improvement based on the results of the model. (BBI has assumed approximately 30 LF of improvements upstream and downstream of each culvert for the proposal.)
- BBI will prepare design drawings for the replacement of the 16" water line (~100 LF) crossing on Milliff Rd and 6" sewer (~60 LF) and 6" water line (~60 LF) crossings along Redmond Dr.
- BBI will prepare design drawings for the replacement of the roadways (~60 LF along centerline of roadway) at each culvert location. The standard BCS typical design section will be utilized.
- BBI will prepare a utility conflict list to identify anticipated private utility conflicts.

The plans will be prepared in accordance with B/CS Standard Specifications. BBI will attend a project kickoff meeting, if necessary, and prepare meeting minutes.

The design plans will include the following tasks and deliverables:

1. Title Sheet, General Notes & Horizontal Alignment Data Sheet – (3 sheets)
2. Quantity Summaries – (1 sheet)
3. Removal Layout – (1 sheet double bank)
4. Roadway Plan and Typical Section – (1 sheet)
5. Proposed Drainage Area Map, Hydraulic Data Sheet for Culverts, and Hydraulic Data Sheet for Storm Sewer – (4 sheets)
6. SWPPP Sheet – (2 sheets)
7. Culvert Layout plan & profile sheet – (2 sheets)
8. Channel Improvement plan and profile - (2 sheets)
9. Headwalls and Inlet & Outlet Concrete Basin Details – (2 sheets)
10. Water Plan and Profile – (2 sheets)
11. Sewer Plan and Profile – (1 sheet)
12. Structural Pier Detail for aerial sewer crossing (if needed) – (1 sheet)
13. Traffic Control Detour Layouts – (2 sheets)
14. SWPPP Sheet – (2 sheets)
15. Miscellaneous detail sheets as required– (3 sheets)
16. Opinion of probable construction costs (to be submitted with 50% and 100% submittals)
17. Contract Document including Construction Specifications

BBI will submit design plans for City review at 50% and 100% completion and will attend a meeting with City staff to discuss comments. Final deliverables will include 22" x 34" Mylar as-built plans of water and sewer plans only (cover sheet, table of contents, general notes sheet, water and sewer plan and profile, structural pier (if needed)), digital copies of all design files and hydraulic models and 11" x 17" PDF files for the project.

Bidding and Construction Phase Services

BBI will assist the City during the bidding process by preparing the bid forms, attending a pre-bid meeting, and assisting in the opening and tabulation of bids for construction of the project. BBI will provide engineering support services during construction to include review of shop drawings and resolution of contractor's request for information (RFI's) on civil issues, if required. The review of six (6) contractor pay requests and a total of nine (9) site visits/progress meetings (bi-weekly construction meetings for 3 months, 3 field visits) are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents.

B. Services to be provided by Joe Orr, Inc. (JOI):

JOI will provide topographic survey services and benchmarks for the project.

Topographic Surveying

JOI will perform the following survey scope items:

- Perform a comprehensive Topographic Survey combined with a drone LiDAR survey of the project site. The project site is along Wolf Pen Creek Tributary C roughly one parcel upstream of Milliff to one parcel downstream of Remond
- All pertinent surface features, sufficient elevation points, fences, visible and marked utility features and lines will be included. The location of storm drain infrastructure, utility markings and significant trees will specifically be included in this survey scope. 8-1-1 locate requests will be submitted and the utility marks will be included in the survey data. Depths in sanitary and storm sewer manholes and accessible structures will be obtained. Additional driveway, utility structures and drainageways will be located where requested by project engineers for tie-in data. Create CAD

file(s) w/ digital terrain model (DTM) including property and existing easement lines (within 0.5 ft. accuracy).

- The proposed scope of work does not include Easement Surveys.

C. To Be Provided by the City:

- The City will facilitate the provision of existing data (including copies of plats, property boundary data, as-built plans, hydrologic models and data along Wolf Pen Creek and any other available project related documentation, which would assist in the completion of the project.)
- The City will review the 50% plan submittal and will provide comments to BBI as part of the City's internal review process. BBI will respond to the City comments as part of the review process.
- The City will be primarily responsible for coordinating with private utility providers.
- The City will advertise and bid the project per the City's current procurement process.
- The City will provide construction inspection services.

D. Schedule

Once receiving a Notice to Proceed (NTP) from the City, BBI will provide 50% conceptual design plans for review within 75 days and 100% plans within 45 days of the receipt of City comments. The project will have an overall schedule of 120 days, excluding City review time.

E. Assumptions:

- BBI will utilize the hydraulic (HEC-RAS) model from the 2019 College Station Master Plan Summary to design the replacement structures. The ultimate flows will be utilized in the design.
- Private utility design services are not included in the design and will be the responsibility of the respective private utility companies. Conflicts will be identified by BBI during the engineering design phase and will be communicated to City staff for private utility coordination.
- The development of a detailed drainage study, report, and full hydrologic model of Wolf Pen Creek is not included in this work scope. Existing inlets near the culverts will only be evaluated for capacity and ponded width.
- The following services are not included in the scope of work:
 - o Stormwater QMP and Management Technical Design Report
 - o CLOMR/LOMR preparation and submittal
 - o Sidewalk design
 - o An environmental assessment
 - o Pavement design
 - o Public Engagement
 - o Tree services
 - o Geotechnical analysis and materials testing

F. Reimbursable Expenses

Reimbursable expenses, including mileage, reproduction, and delivery services are included within the lump sum fee.

G. Compensation

We propose to provide the specific services described above as follows:

<i>Project Management & Engineering Design (Lump Sum)</i>	<i>\$ 83,600</i>
<i>Utility Engineering Design (Lump Sum included above) \$ 13,100</i>	
<i>Water Engineering \$8,650</i>	
<i>Sewer Engineering \$4,450</i>	
<i>Bidding and Construction Phase Services (Lump Sum)</i>	<i>\$ 10,500</i>
<i>Topographic 45 Surveying (Lump Sum)</i>	<i>\$ 22,000</i>
Total Project Fee	\$ 116,100

Additional Services

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional services we are not currently aware of that may be required or that the Client may desire we provide. Should such a situation occur, a separate proposal would be submitted to the Client for approval prior to our beginning the additional services.

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of College Station.

Regards,

Binkley & Barfield



Eleanor R. Rivera
Sr Project Manager
erivera@binkleybarfield.com

L:\Proposals\City of College Station\2022_1024_Milliff-Redmond Drainage\10_PM_Working\Working Proposal\Milliff Redmond Proposal 01.27.23 FINAL.docx

EXHIBIT B
PAYMENT TERMS

☐ Compensation is based on **actual** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of \$_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for **actual**, non-salary expenses at the rate of _____ percent (____%) above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: (\$_____).

The Consultant must submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☒ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit **monthly** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

Project Management & Engineering Design (Lump Sum)	\$83,600
Utility Engineering Design- Sanitary Sewer (Lump Sum included above)	\$4,450
Utility Engineering Design- Water (Lump Sum included above)	\$8,650
Bidding and Construction Phase Services (Lump Sum)	\$10,500
Topographic Surveying (Lump Sum)	\$22,000
Total Project Fee	\$116,100

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Contract No. 23300350
A&E Professional Services with Construction
Form 12-15-2022

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Propel Insurance 1201 Pacific Avenue; Suite 1000 COM Middle Market Tacoma, WA 98402-4321	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Kellie Hogan</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 800 499-0933</td> <td>FAX (A/C, No): 866 577-1326</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: kellie.hogan@propelinsurance.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>NAIC # 10677</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance</td> <td>29424</td> </tr> <tr> <td>INSURER C : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D : StarStone Specialty Insurance Co.</td> <td>44776</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME: Kellie Hogan		PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326	E-MAIL ADDRESS: kellie.hogan@propelinsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A : Cincinnati Insurance Company	NAIC # 10677	INSURER B : Hartford Casualty Insurance	29424	INSURER C : Evanston Insurance Company	35378	INSURER D : StarStone Specialty Insurance Co.	44776	INSURER E :		INSURER F :	
CONTACT NAME: Kellie Hogan																					
PHONE (A/C, No, Ext): 800 499-0933	FAX (A/C, No): 866 577-1326																				
E-MAIL ADDRESS: kellie.hogan@propelinsurance.com																					
INSURER(S) AFFORDING COVERAGE																					
INSURER A : Cincinnati Insurance Company	NAIC # 10677																				
INSURER B : Hartford Casualty Insurance	29424																				
INSURER C : Evanston Insurance Company	35378																				
INSURER D : StarStone Specialty Insurance Co.	44776																				
INSURER E :																					
INSURER F :																					
INSURED Binkley & Barfield, Inc 1710 Seamist Dr Houston, TX 77008																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			ENP0621465	06/30/2022	06/30/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			EBA0621465	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☒ RETENTION \$10000			ENP0621465	06/30/2022	06/30/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	52WECAM4X46	06/30/2022	06/30/2023	☒ 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	Prof, Pollution			MKLV7PL0005491	08/06/2022	08/06/2023	\$5M Clm/\$10M Agg.
D	Excess Liability			83325H221ALI	06/30/2022	06/30/2023	\$5,000,000 occ/agg.

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

RE: Drainage Improvements at Milliff Road and Redmond Drive

City of College Station, its officials, agents, employees and volunteers. Additional Insured Status applies per attached form(s). Primary and Non-Contributory coverage applies per attached form(s). Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER

CANCELLATION

City of College Station 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 
--	---

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is replaced by the following:

- c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

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

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is amended by replacing Paragraph **5.b.** with the following:

- 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 that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
 - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
 - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
 - a. The most we will pay for "loss" in any one "accident" is the greater of:
 - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
 - (a) Overdue lease or loan payments;
 - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
 - (c) Security deposits not refunded by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases, or
 - (2) Actual cash value of the stolen or damaged property.
 - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
 - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 52 WEC AM4X46

Endorsement Number:

Effective Date: 06/30/22

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Binkley & Barfield, Inc.

1710 Seamist Dr
Houston, TX 77008

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS - CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage.....	3
2. Unintentional Failure to Disclose Hazards.....	9
3. Damage to Premises Rented to You	9
4. Supplementary Payments.....	10
5. Medical Payments.....	10
6. 180 Day Coverage for Newly Formed or Acquired organizations	10
7. Waiver of Subrogation.....	11
8. Automatic Additional Insured - Specified Relationships:	11
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises; and	
• Mortgagee, Assignee or Receiver	
9. Property Damage to Borrowed Equipment.....	14
10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services	15
11. Broadened Notice of Occurrence.....	15
12. Nonowned Aircraft.....	15
13. Bodily Injury Redefined.....	15
14. Expected or Intended Injury Redefined	15
15. Former Employees as Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage.....	16
17. Broadened Contractual Liability - Work Within 50' of Railroad Property	17
18. Alienated Premises.....	17

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- Bail Bonds: \$2,500

b. Loss of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$10,000

Deductible Amount: \$ 250

16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance

Coverage **a.**

\$1,000 Each Occurrence

\$5,000 Aggregate

Coverage **b.** \$5,000 Each Occurrence unless otherwise stated \$ _____

Deductible Amount (Each Occurrence)

Coverage **a.** \$250

Coverage **b.** \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS	RATE	ADVANCE PREMIUM
	(a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	(For Limits in Excess of \$5,000)	(For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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 ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided you did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- a) Reports all, or any part, of the act, error or omission to us or any other insurer;
- b) Receives a written or verbal demand or claim for damages because of the act, error or omission.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment/Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held 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.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who Is An Insured

As respects **Employee Benefit Liability Coverage, Section II - Who is an Insured** is replaced by the following:

- (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) Each of your "employees" who is or was authorized to administer your "employee benefit program";
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or
 - (c) 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.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or

the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
- (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
- (a) An act, error or omission; or
 - (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
- (b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- (c) The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

- (d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. Duties in the Event of An Act, Error or Omission, or Claim or Suit

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

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- 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 an act, error or omission 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 without our consent.

(2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** 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 **b.** below.

b. 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.

c. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is insurance purchased by you to coverage damages for acts, errors or omissions that occurred prior to the "first effective date".

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure to Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage to Premises Rented to You Limit** as described in **Section III - Limits of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury and Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;

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

- 3) Smog;

- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

- 5) Settling, cracking, shrinking or expansion;

- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;

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

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

- 1) Foundations, walls, floors or paved surfaces;

- 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:
- (i) You did your best to maintain heat in the building or structure; or
 - (ii) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) "Property damage" to:
- (i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - (ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage to Premises Rented to You** Limit as shown in the Declarations is amended as follows:

- (1) Paragraph 6. of **Section III - Limits of Insurance** is replaced by the following:
- 6. Subject to Paragraph 5. above, the **Damage to Premises Rented to You** Limit is the most we will pay under **Coverage A - Bodily Injury and Property Damage Liability** for damages because of "property damage" to any one premises:
 - a. While rented to you, or temporarily occupied by

you with permission of the owner;

- b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or
- c. In the case of damage by water, while rented to and occupied by you.

- (2) The most we will pay is limited as described in Section **B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B:**

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section **B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for 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.

- b. Paragraph 4. is replaced by the following:

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 the limit shown in Section **B. Limits of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section **B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

Section II - Who is an Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

- a. Insurance 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;

7. Waiver of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer of Rights of Recovery Against Others to us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

- a. The following is added to **Section II - Who is an Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers or Lessors of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance,

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage"

arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution

or sale of the products;

- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition **5. Other Insurance** is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage to Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage to Property** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, of-**

fense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees as Insureds - Specified Health Care Services and Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who is an Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing 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.

11. Broadened Notice of Occurrence

Paragraph **a.** of Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- 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.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected or Intended Injury** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

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

15. Former Employees as Insureds

The following is added to Paragraph **2.** under **Section II - Who is an Insured**:

- 2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

- (a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you; or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under **Voluntary Property Damage Coverage** will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under **Voluntary Property Damage Coverage** shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

- (b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by **Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions**, except for **j. Damage to Property**, paragraphs (3), (4), (5) and (6), **k. Damage to Your Product**, and **l. Damage to Your Work**.

(3) Definitions

For purposes of **Voluntary Property Damage Coverage** only, the following definitions under **Section V - Definitions** are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody or Control Liability Coverage

For purposes of the coverage provided by **Care, Custody or Control Liability Coverage** in this endorsement only:

- (1) **Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions, j. Damage to Property**, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

- (2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

- (3) "Property damage" for which **Care, Custody or Control Lia-**

bility Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits of Insurance and Deductibles

For purposes of the coverage provided by **Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage, Section III - Limits of Insurance** is amended to include the following:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section **B. Limits of Insurance, 16. Voluntary Property Damage Coverage and Care, Custody or Control Liability Coverage**, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule 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) (a) Subject to (3) below, the **Voluntary Property Damage Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Voluntary Property Damage Coverage**;
- (b) The **Care, Custody or Control Liability Coverage**, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under **Care, Custody or Control Liability Coverage**;

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

- (3) The **Voluntary Property Damage Coverage**, Aggregate Limit of Insurance is the most we will pay for the sum of all damages under **Voluntary Property Damage Coverage**. This limit applies separately to each "coverage term".

(4) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' of Railroad Property

Section V - Definitions, 12. "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following:
 - c. Any easement or license agreement;
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2j. Damage to Property, Paragraph (2) under **Section I - Coverage A - Bodily Injury and Property Damage Liability** does not apply if the premises are "your work".

This page has been left blank intentionally.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H.** **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

This page has been left blank intentionally.

April 27, 2023

Item No. 7.8.

Partial Award of ITB #23-038 – SH6 Widening, Overhead Transmission Line Materials

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding partial awards to Anixter for \$61,629.54 and to Techline for \$192,550.10 for items included in Sections D, E, and F of the attached bid tabulation and the rejection of proposals received for items in Sections A, B, and C for overhead transmission materials required for relocating electric facilities to accommodate the TxDOT State Highway 6 widening project.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of items included in Sections D, E, and F and the rejection of proposals received for items in Sections A, B, and C, as detailed in the attached bid tabulation. Staff recommends the partial award for ITB #23-038 to Anixter for \$61,629.54 and to Techline for \$192,550.10.

Summary: ITB 23-038, for overhead materials needed for the transmission line relocation for the SH6 widening project, was formally bid and opened on March 8, 2023; four proposals were received. The rejected items were originally bid with the Buy America specification, however TXDOT has deemed the project non-reimbursable therefore Buy America is not required.

Electric staff recommends the partial award of this ITB and will re-bid the rejected line items without the Buy America specification with the expectation of lower bid costs.

Budget & Financial Summary: Funds for the partial award of ITB #23-038 are budgeted in the Electric capital budget.

Attachments:

1. 23-038 Bid Tabulation Attachment

AMERICAN WIRE GROUP										ANITEK										Pioneer M&B - Reduction Inc.										Trebling, Inc.									
Section / Unit	Description	Requested Manufacturer	Requested Catalog Number	Manufacturer	Catalog Number	Lead Time	Units	Extended	Manufacturer	Catalog Number	Lead Time	Units	Extended	Notes	Manufacturer	Catalog Number	Lead Time	Units	Extended	Manufacturer	Catalog Number	Lead Time	Units	Extended	Notes														
A-1	Cable Tray, precasted open cut, Heavy Duty. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES. See included drawing P-9 and 9 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-2	Cable Tray, precasted open cut, Heavy Duty. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES. See included drawing P-10 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-3	Cable Tray, precasted open cut, Heavy Duty. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with single circuit transmission #3033 ACES. See included drawing P-17 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-4	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a double end with single circuit transmission #3033 ACES and some overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-5	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES and some overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-6	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES and some 477 AAC distribution overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-7	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES and some 477 AAC distribution overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-8	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES and some 477 AAC distribution overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-9	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES and some 477 AAC distribution overhead. See included drawing P-18 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-10	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with single circuit transmission #3033 ACES. See included drawing P-16 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
A-11	Cable Tray, precasted open cut, One Hundred (100) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a tangent with dual circuit transmission #3033 ACES. See included drawing P-16 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
B-1	Steel pipe, E-grip (80) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a 30' section with dual circuit transmission #3033 ACES. See included drawing P-2 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
B-2	Steel pipe, E-grip (80) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a 30' section with dual circuit transmission #3033 ACES. See included drawing P-2 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
B-3	Steel pipe, E-grip (80) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a 30' section with dual circuit transmission #3033 ACES. See included drawing P-2 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
B-4	Steel pipe, E-grip (80) feet. Delivery F.O.B. to the CJO job site shall be included. This pole is a 30' section with dual circuit transmission #3033 ACES. See included drawing P-2 for details on design.	None Specified	None Specified	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A															
C-1	ACES high transmission cable, code name "Cable", 1/2" diameter, 1.25' length,																																						

April 27, 2023
Item No. 8.1.
Street Maintenance Update

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update on the street maintenance program.

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

None

April 27, 2023
Item No. 9.1.
Rezoning - Business Center at College Station

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 M-1 Light Industrial to GC General Commercial for approximately 5 acres of land, generally located at State Highway 6 S and Venture Drive.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their April 20, 2023 meeting and recommended approval 5-0.

Staff recommends approval of the rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

Summary: This request is to rezone approximately 5 acres of land, generally located at State Highway 6 S and Venture drive. The subject property is part of the College Station Business Center and is currently undeveloped. The intent of the rezoning is to provide large office spaces which include uses not allowed within the current zoning district, for example, medical clinics and banks with drive-thru facilities.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated on the Comprehensive Plan Future Land Use and Character Map as General Commercial. For the General Commercial land use, the Comprehensive Plan provides the following:

Concentrated areas of commercial activities that cater to both nearby residents and the larger community or region. These areas tend to be large and located along regionally significant roads.

The intent of the district is to:

- Concentrate future commercial at major intersections
- Encourage shared surface parking
- Accommodate a wide range of commercial uses

The zoning districts that are generally appropriate within this land use include: general commercial, office, and mixed-use zoning.

The property has frontage on Highway 6 and is located at an intersection with a thoroughfare. The proposed GC General Commercial zoning allows for commercial developments that are in line with the intent of the General Commercial land use designation. The proposal is consistent with the

Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The surrounding area consists of undeveloped property to the north across Venture Drive, an office building to the east, floodplain to the south and State Highway 6 S to the west. The proposed zoning of GC General Commercial would be compatible with the surrounding area as it is along a highway and would allow for the same type of development as the surrounding area.

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 minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, 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 maintains frontage along State Highway 6 South and Venture Drive. The lot will take access off Venture Drive which is a 2-lane major collector. 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 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. Comprehensive Plan Future Land Use Map
7. Rezoning 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 M-1 LIGHT INDUSTRIAL TO GC GENERAL COMMERCIAL AFFECTING APPROXIMATELY 5 ACRES GENERALLY LOCATED AT STATE HIGHWAY 6 S AND VENTURE DRIVE CERTAIN PROPERTIES 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 27th day of April, 2023.

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 M-1 Light Industrial to GC General Commercial:

The Business Center at College Station Ph 1, Block 3, Lot 1B

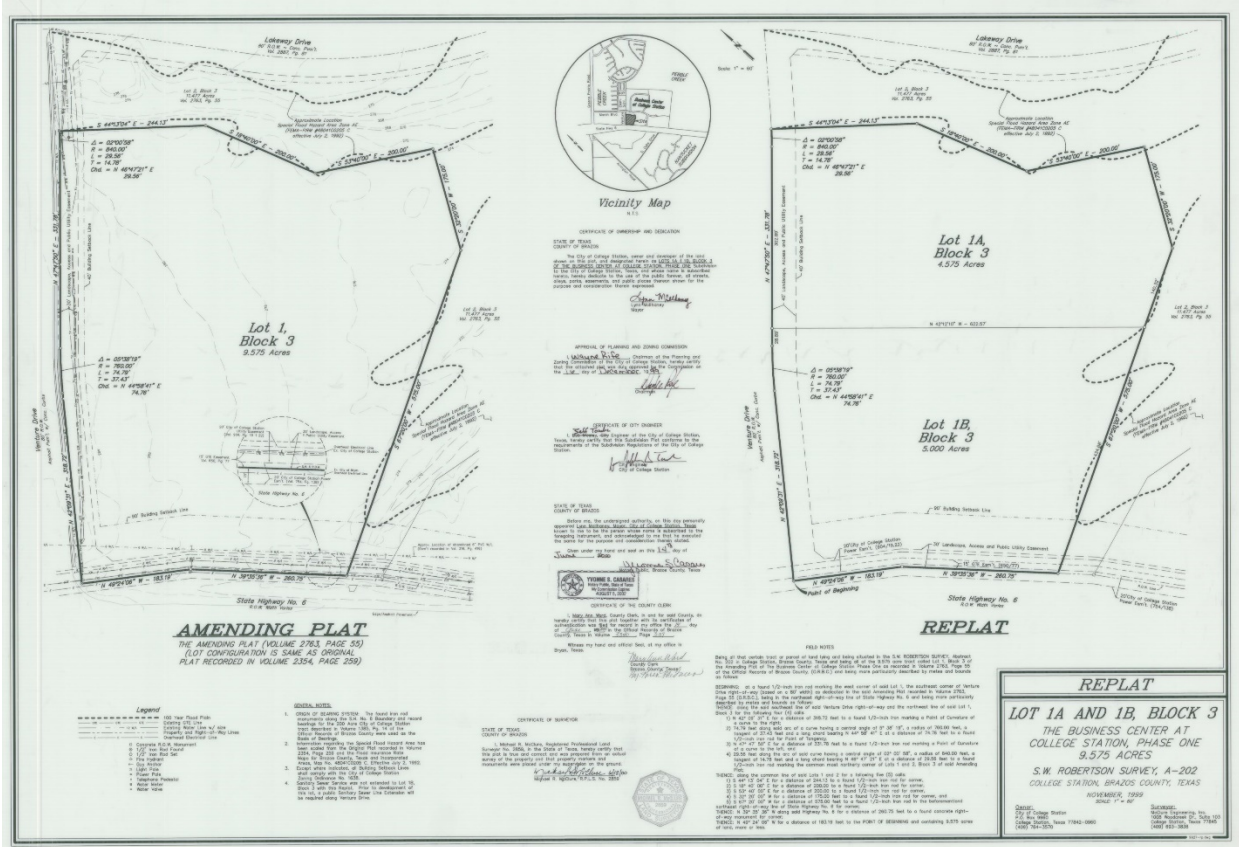
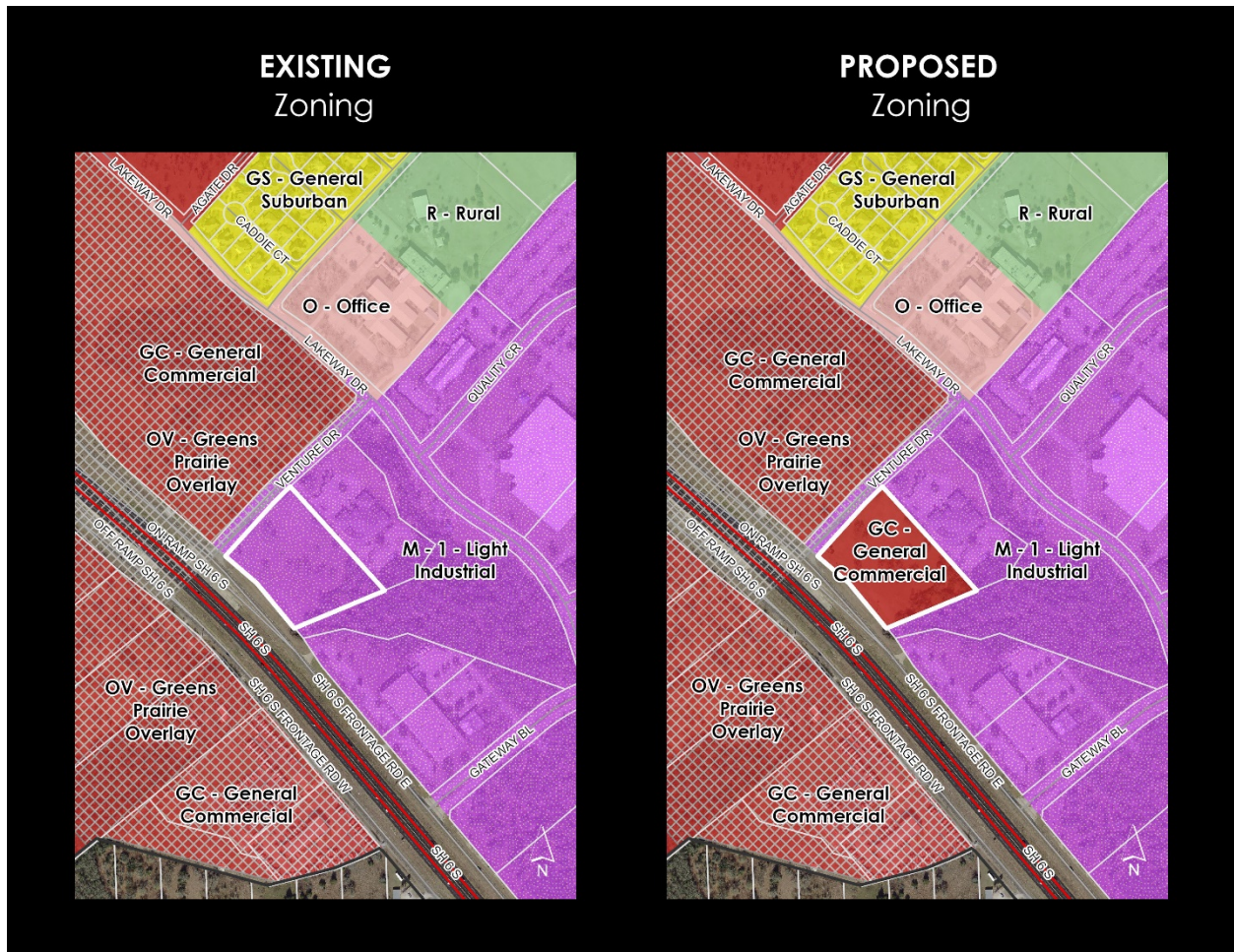
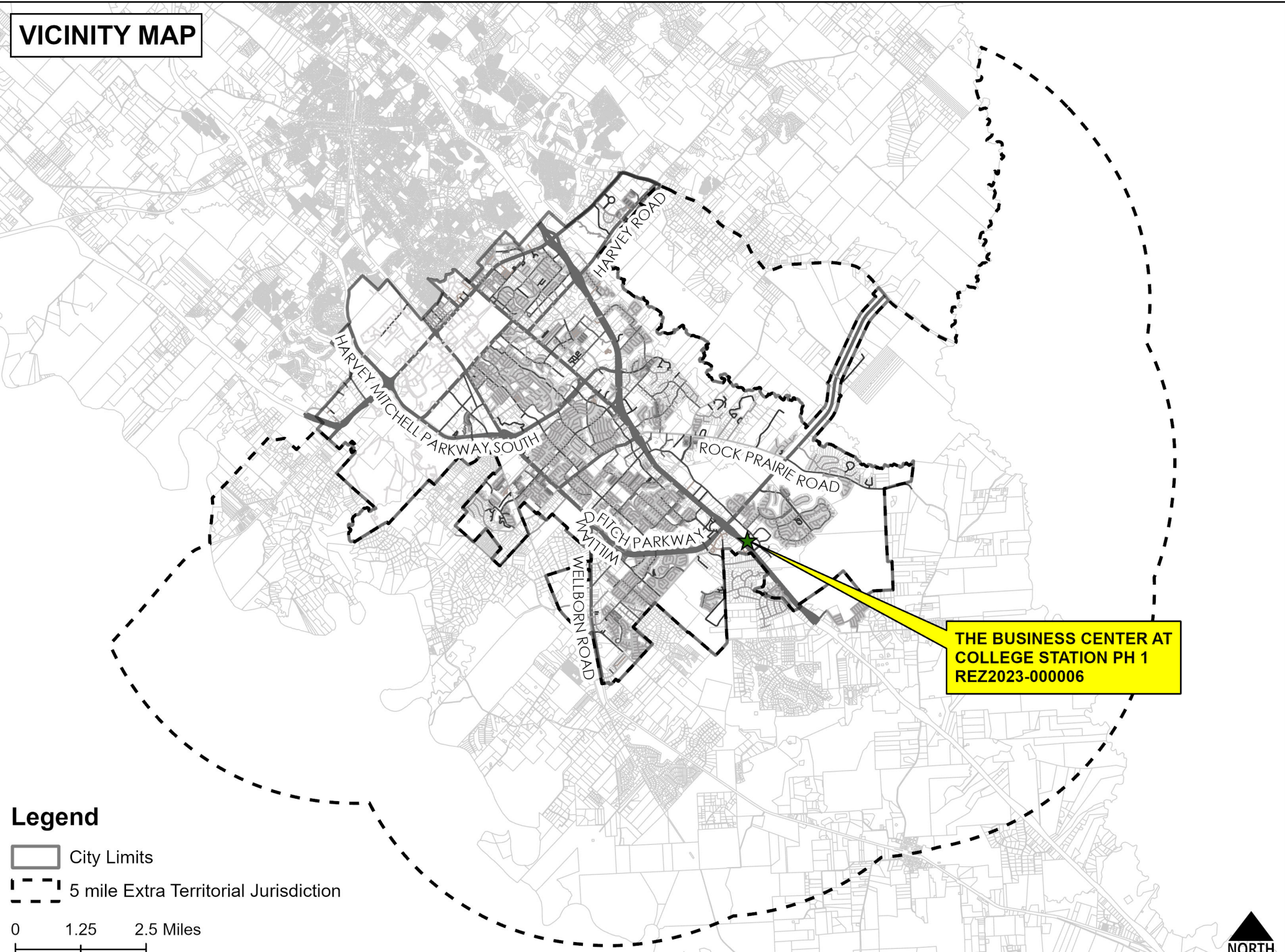


Exhibit B



VICINITY MAP

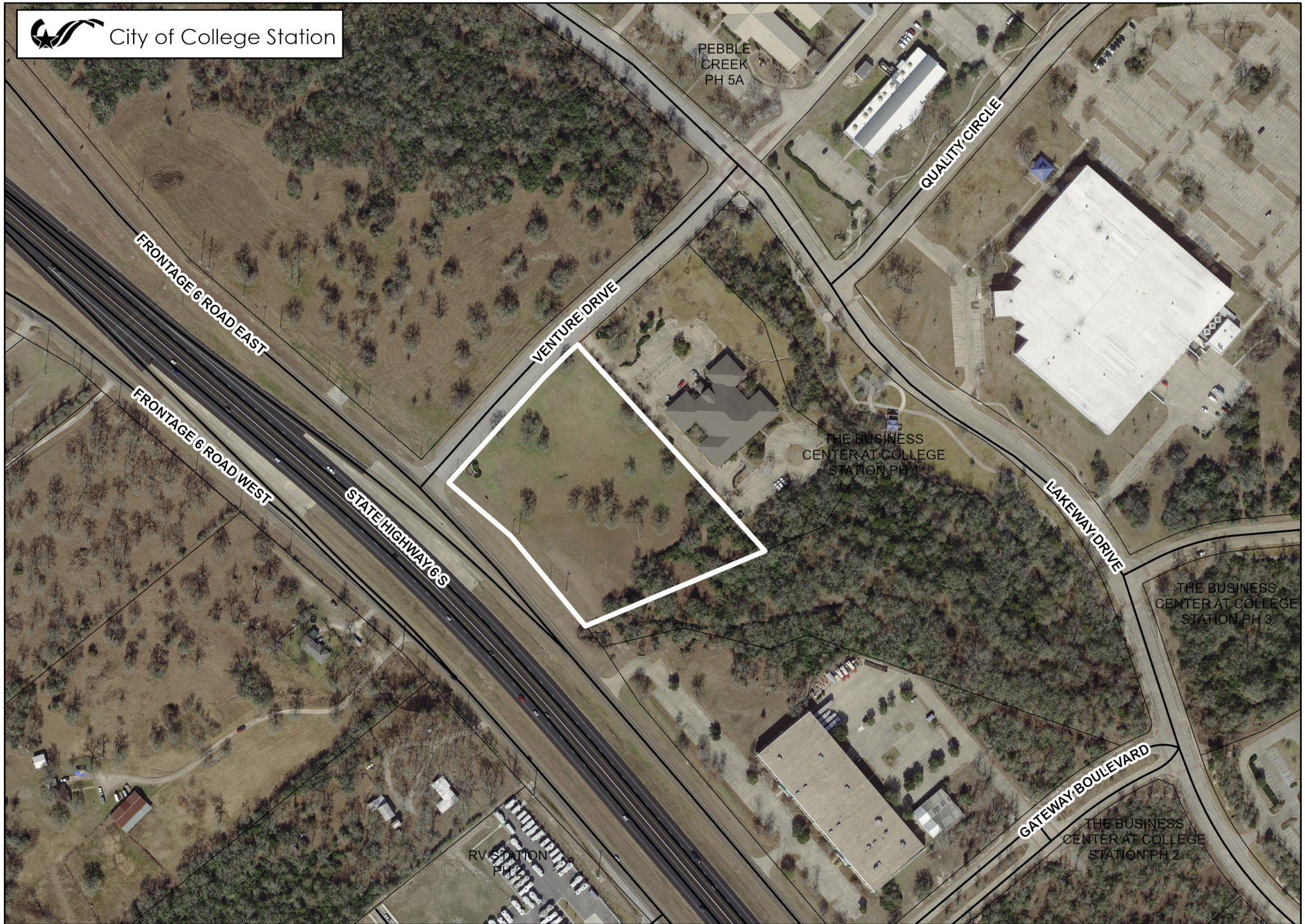


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles





PEBBLE
CREEK
PH 5A

QUALITY CIRCLE

FRONTAGE 6 ROAD EAST

FRONTAGE 6 ROAD WEST

STATE HIGHWAY 69

VENTURE DRIVE

THE BUSINESS
CENTER AT COLLEGE
STATION PH 1

LAKEWAY DRIVE

THE BUSINESS
CENTER AT COLLEGE
STATION PH 3

GATEWAY BOULEVARD

THE BUSINESS
CENTER AT COLLEGE
STATION PH 2

RV STATION
PH 1

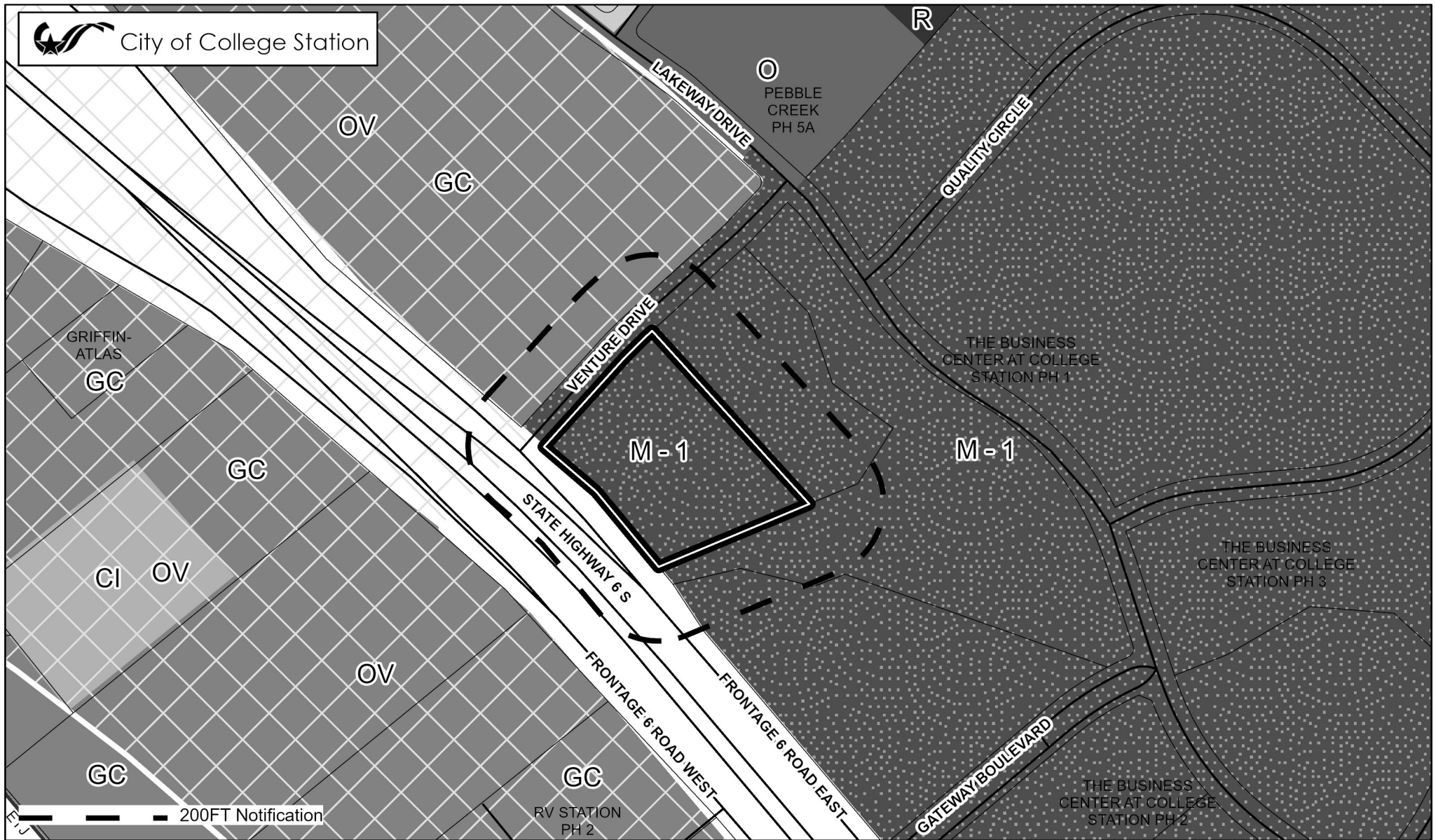


0 275 550 Feet

**THE BUSINESS CENTER AT
COLLEGE STATION PH 1**

Case:
REZ2023-000006

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
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

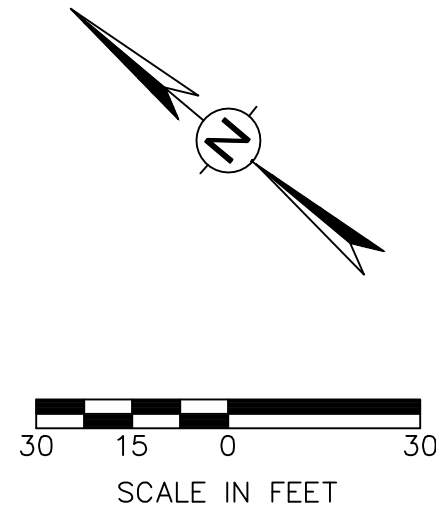


0 360 720 Feet

**THE BUSINESS CENTER AT
COLLEGE STATION PH 1**

Case:
REZ2023-000006

REZONING

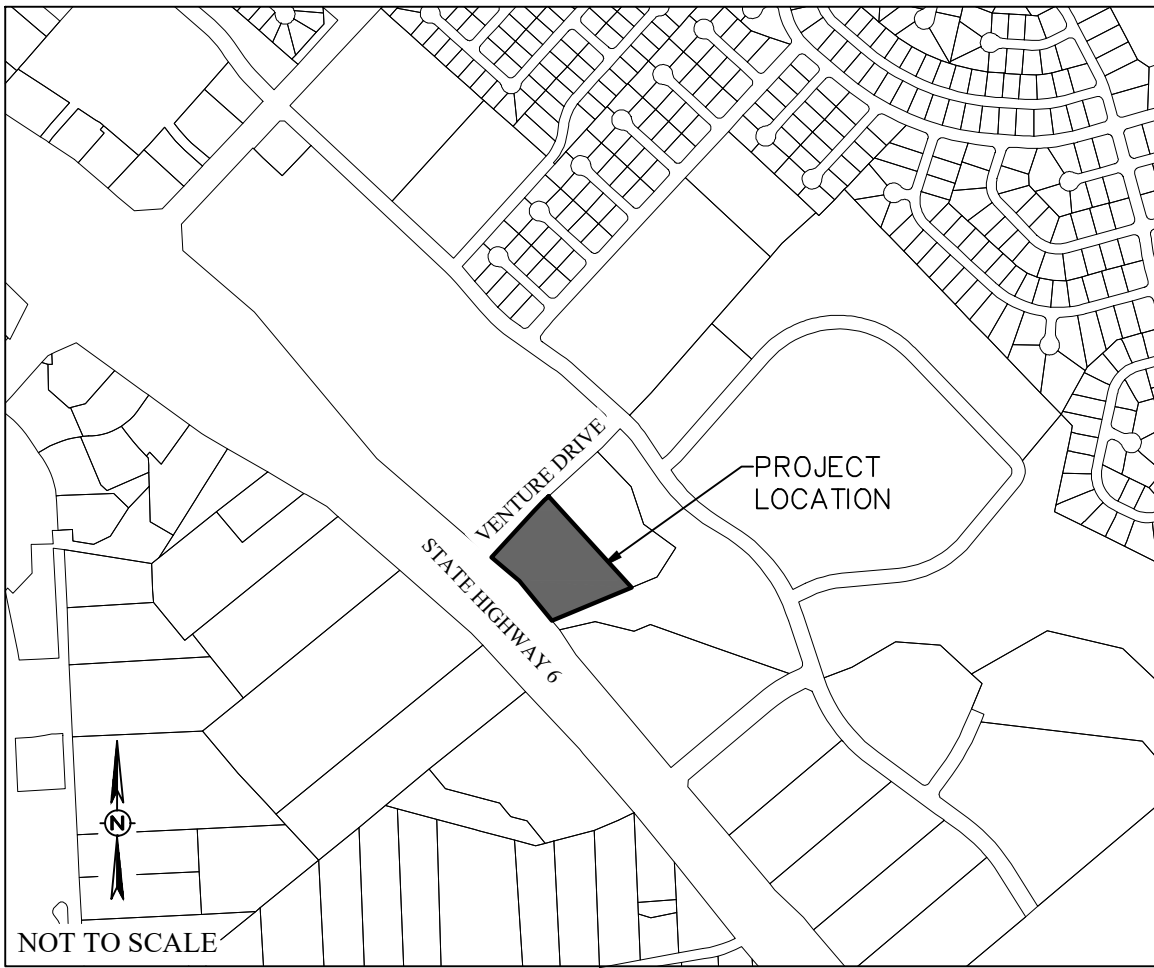


- NOTES:
1. ACCORDING TO THE FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBERS 48041C0325E, MAP REVISED MAY 16, 2012, A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE "AE". LOCATION SHOWN IS APPROXIMATE AND SCALED AWAY FROM SAID MAP.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	28.89'	N47° 47' 20"E

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	74.79'	760.00'	005°38'18"	37.43'	74.76'	N44°58'11"E

VICINITY MAP



ZONING MAP

THE BUSINESS CENTER AT COLLEGE STATION PH 1

5.0 ACRES - BLOCK 3, LOT 1B

S.W. ROBERTSON SURVEY, A-202

COLLEGE STATION, BRAZOS COUNTY, TEXAS

DEVELOPER:
CRT, LLC
1555 Greens Prairie Road, Suite 101
College Station, Texas 77845
(979) 492-0425

OWNER:
City of College Station
P.O. Box 9973
College Station, Texas 77842

SCALE: AS SHOWN
MARCH, 2023

SURVEYOR:
McClure & Brown Engineering/ Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838
TBPES FIRM # 10103300
Firm Reg. No. F - 458

ENGINEER:

TBPES NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840

(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 20, 2023
Advertised Council Hearing Date: April 27, 2023

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:

Stone Forest HOA
Pebble Creek HOA

Property owner notices mailed: 10

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	GC General Commercial, OV Corridor Overlay	Venture Drive (2-lane major collector)
South	Natural and Open Areas	M-1 Light Industrial	Floodplain
East	Business Center	M-1 Light Industrial	Commercial Office
West	State Highway 6 S (Freeway/Expressway)	None	State Highway 6 S (Freeway/Expressway)

DEVELOPMENT HISTORY

Annexed: January 1987
Zoning: A-0 Agriculture Open (upon annexation 1987)
M- 1 Light Industrial (1992)
Final Plat: The Business Center at College Station Ph 1
Site Development: Undeveloped



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: THE BUSINESS CENTER AT COLLEGE STATION PH 1

Address:

Legal Description: THE BUSINESS CENTER AT COLLEGE STATION PH 1, BLOCK 3, LOT 1B, ACRES 5.0

Total Acreage: 5

Applicant:: CRT, LLC

Property Owner: COLLEGE STATION CITY OF

List the changed or changing conditions in the area or in the City which make this zone change necessary.

As College Station has grown south along SH 6, there has been an increase in demand for office space. Today, the submarket is home to many small office users (1,000 - 5,000 SF) and a few larger corporate campus-type users (10,000 SF+). There is increasing demand for larger office and professional space in the submarket. This project is meant to partially satisfy that demand.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The requested change is in accordance with the Comp Plan designation of GC General Commercial and with the College Station Business Park restrictions and their intent.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning district allows for Office use, but also allows for multiple light industrial uses which are not likely the highest and best uses of this tract.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The property is suited well for the proposed rezoning given the location, current zoning shortcomings, Comp Plan designation and the College Station Business Park goals.

Explain the suitability of the property for uses permitted by the current zoning district.

The property is suited well for the proposed rezoning given the location, current zoning shortcomings, Comp Plan designation and the College Station Business Park goals.

Explain the marketability of the property for uses permitted by the current zoning district.

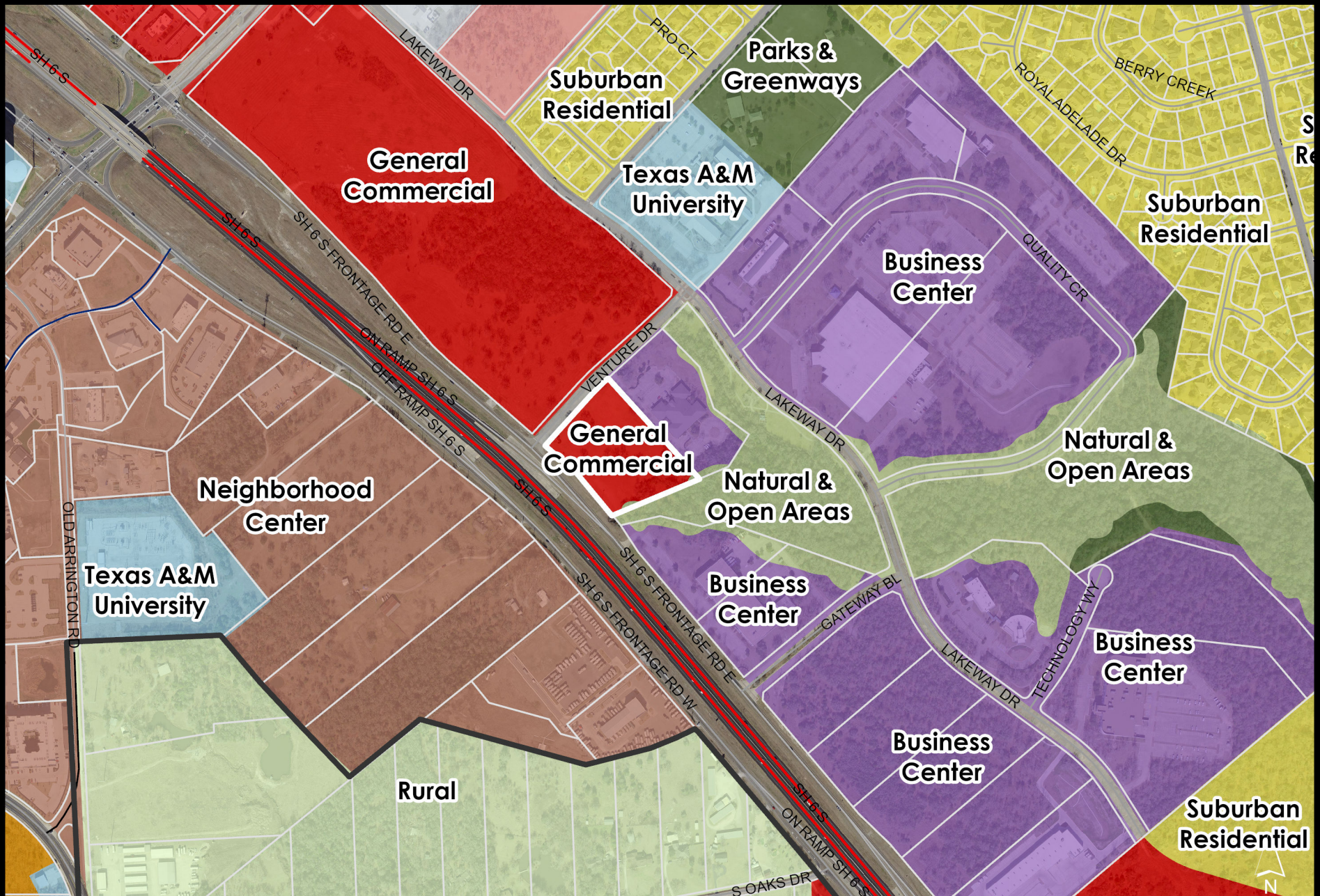
The marketability of the project is strong, and is supported by our market research, market knowledge and inquiries from potential users.

List any other reasons to support this zone change.

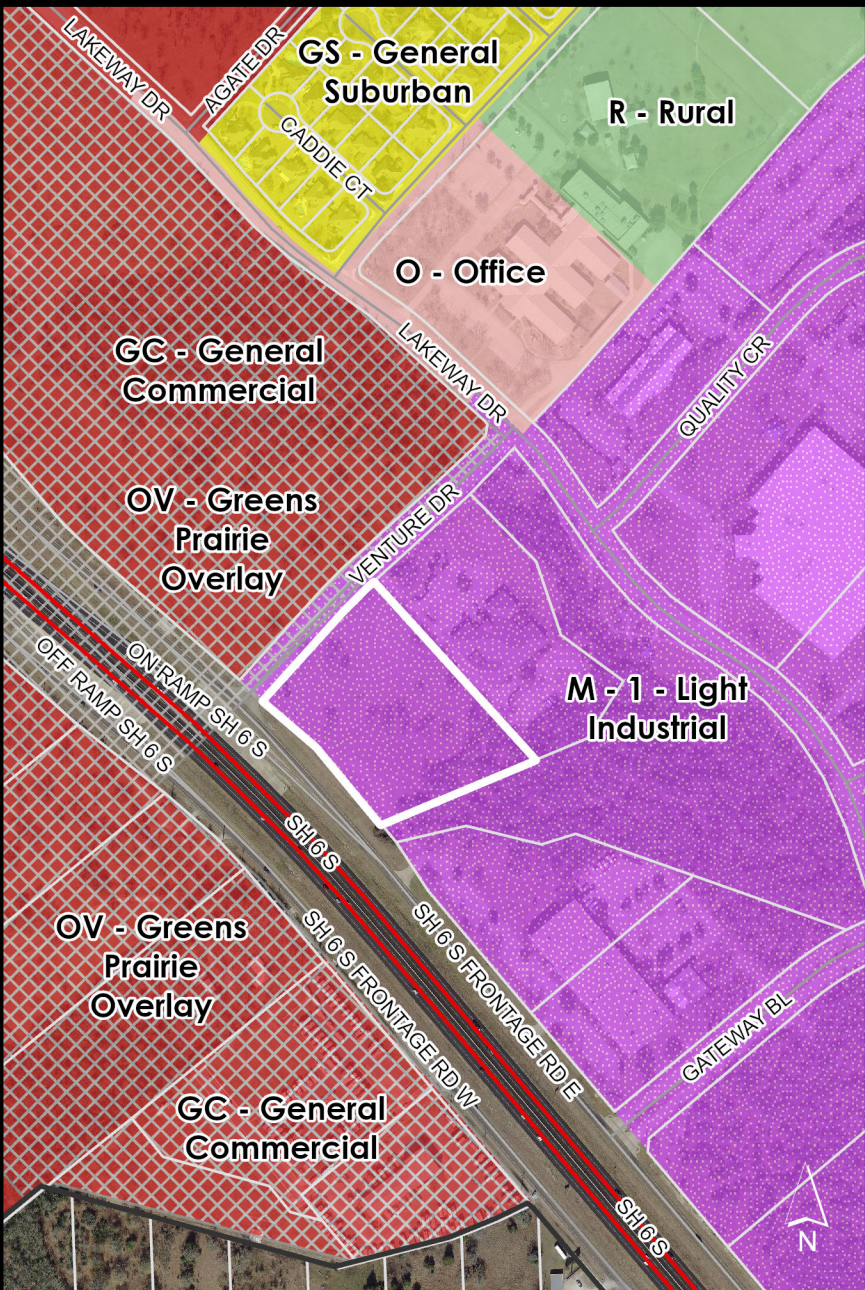
This is a tremendous opportunity for the City and tenants to provide a modern, Class A office development at the City's southern gateway.

EXISTING

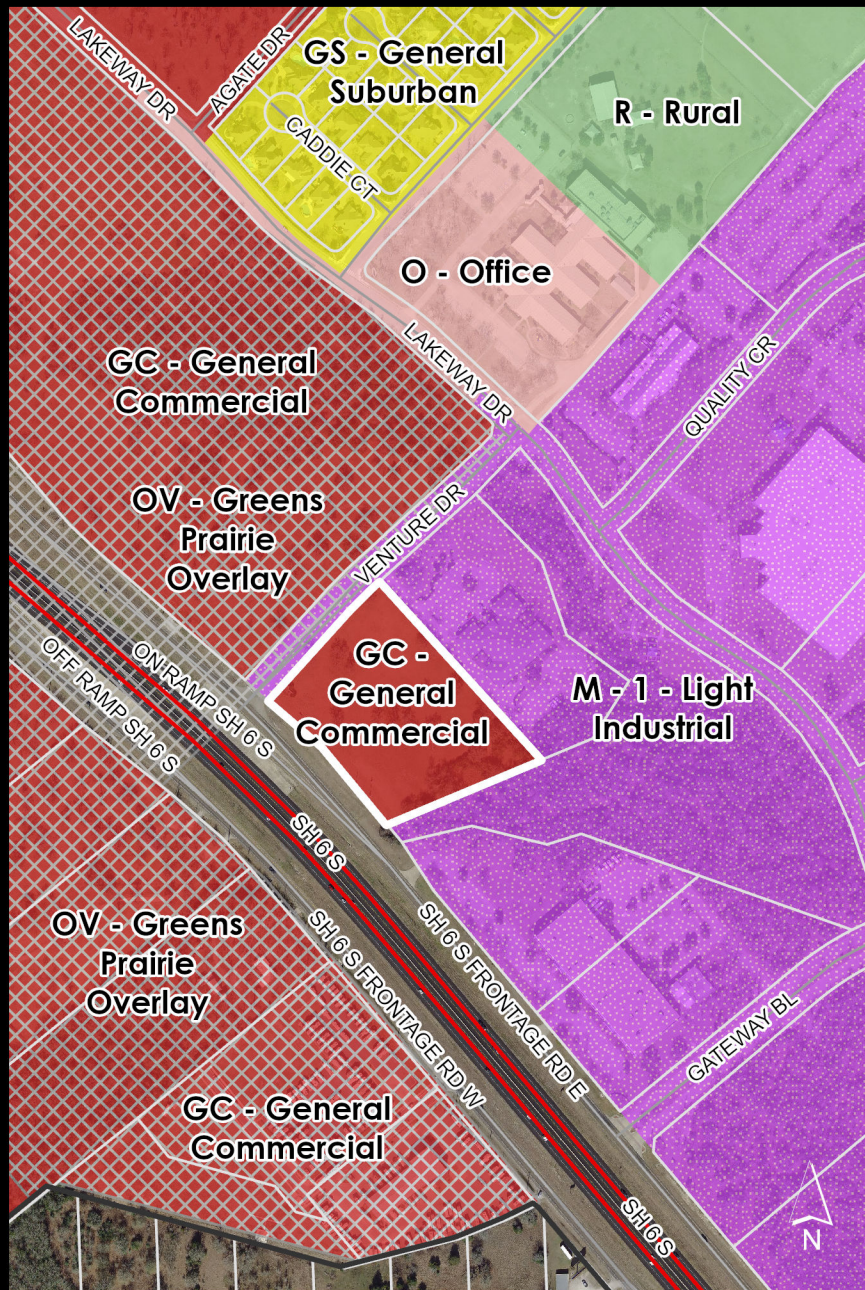
Future Land Use



EXISTING Zoning



PROPOSED Zoning



April 27, 2023
Item No. 9.2.
Rezoning – Holleman Townhomes

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: N/A

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 and GS General Suburban to T Townhouse for approximately 8.2 acres of land at 3197 Holleman Drive South, generally located north of the intersection of Holleman Drive South and Deacon Drive West.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their April 6, 2023 meeting and recommended approval 7-0.

Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area.

Summary: This request is to rezone approximately 8.181 acres of land generally located north of the intersection of Holleman Drive South and Deacon Drive West from R Rural and GS General Suburban to T Townhouse. The tract proposed to be rezoned consists of two un-platted properties. The smaller property (2.988 acres) was originally zoned R Rural upon annexation to the City in 2002. The larger property (5.193 acres) was part of The Barracks PDD Planned Development District, where it was planned for townhome development in 2015. This property was rezoned to GS General Suburban in 2018 in anticipation of the development of the Antioch Community Church. This zoning request is in effort to provide additional housing and residential density to this area, specifically townhome development.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The subject tract is designated as Mixed Residential on the Comprehensive Plan Future Land Use & Character Map. For the Mixed Residential land use, the Comprehensive Plan provides the following:

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

The intent of the Mixed Residential land use is to accommodate a walkable pattern of small lots, small blocks, and well-connected street pattern that supports surrounding neighborhoods. Developments in this district should prioritize a mix of housing types and scales located near community facilities or adjacent to commercial or neighborhood centers. This rezoning would allow development aligned with that vision.

The zoning districts that are generally appropriate within this land use include middle housing, duplex, townhouse, and limited-scale single-family zoning.

The Comprehensive Plan discusses residential infill and redevelopment in both Chapter 3, Strong Neighborhoods and Chapter 8, Managed Growth. The plan states, “infill development offers the opportunity to mediate and enhance the identity of neighborhoods.” The plan goes on to mention that infill and redevelopment can create more viable and vibrant places throughout the city. Residential infill, especially in areas of the city designated for redevelopment, improves the efficiency of land use while enhancing the character of surrounding neighborhoods. As a tool for redevelopment, the request would allow for the utilization of the existing smaller lot sizes and is aligned with the Comprehensive Plan.

The proposed T Townhouse zoning district allows for townhouse developments which is 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 near other existing townhouse uses which are located to the south and across Towers Parkway to the east. There is an existing single-family detached residential development near the subject property to the east as well. Across Holleman Drive South to the west, existing development consists of single-family detached structures, as well as duplexes. To the north, there is an existing residential development consisting of multi-family structures. The proposed zoning district is appropriate in the context of the area as it is similar and compatible with surrounding land uses.

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 townhouse 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, wastewater, stormwater, 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 located near the intersection of Holleman Drive South and Deacon Drive West. Holleman Drive South is identified as a Minor Arterial, while Deacon Drive West is a Major Collector on the Thoroughfare Plan. The property also is adjacent to Towers Parkway, which is identified as a Minor Collector on the Thoroughfare Plan. The existing use is expected to generate less than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

5. The marketability of the property:

The applicant states that in this townhome area, there is little marketability for a detached single-family tract, as well as little marketability for the rural property. Rezoning the property to T Townhouse will make the property more marketable in the future since, as stated by the applicant, there is a demand for higher-density residential uses in the area.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, 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 AND GS GENERAL SUBURBAN TO T TOWNHOUSE AFFECTING APPROXIMATELY 8.2 ACRES AT 3197 HOLLEMAN DRIVE SOUTH, GENERALLY LOCATED NORTH OF THE INTERSECTION OF HOLLEMAN DRIVE SOUTH AND DEACON DRIVE WEST CERTAIN PROPERTIES 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 27th day of April, 2023.

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 R Rural and GS General Suburban to T Townhouse:

FIELD NOTES 8.181 ACRES

Being all that certain tract or parcel of land lying and being situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, in College Station, Brazos County, Texas and being all of the called 2.988 acre tract described in the deed from Billy W. Sparkman and wife, Nellie Sparkman to Antioch Community Church of CS recorded in Volume 13565, Page 243 of the Official Records of Brazos County, Texas (O.R.B.C.), [said tract being comprised of a called 1.969 acre tract described in a deed from Fletcher N. German, Jr. and wife, Lena C. German to Billy W. Sparkman and Nellie Sparkman recorded in Volume 3381, Page 255 (O.R.B.C.) and of a called 1.048 acre tract described in a deed from John Daniel German and LaNell Dittfurth German, husband and wife to Billy W. Sparkman and Nellie Sparkman recorded in Volume 3284, Page 216 (O.R.B.C.)] and all of the called 5.193 acre tract described in the deed from Heath Phillips Investments, LLC to Antioch Community Church of College Station, a Texas nonprofit corporation, recorded in Volume 13706, Page 212 (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 5/8-inch iron rod marking the west corner of this herein described tract, the west corner of the called 2.988 acre Antioch Community Church tract, the south corner of the called 1.979 acre Mark S. Golden tract recorded in Volume 12674, Page 186 (O.R.B.C.) and the north corner of a called 0.023 acre Right-of-Way Taking tract described in a deed to Brazos County, Texas and recorded in Volume 5452, Page 278 (O.R.B.C.), said iron rod also being in the in the easterly right-of-way line of Holleman Drive South (based on a variable width right-of-way), from whence a found 1/2-inch iron rod marking the west corner of the called 0.023 acre Right-of-Way Taking tract bears S 80°14' 41" W at a distance of 5.10 feet and a found 5/8-inch iron rod marking the west corner of the called 1.979 acre Golden tract bears N 21° 50' 26" W at a distance of 292.66 feet for reference;

THENCE: N 42° 10' 29" E (DEED CALL: N 42° 07' 36" E) along the common line of the 2.988 acre Antioch Community Church tract and the called 1.979 acre Golden tract, at 295.98 feet, pass a found 3/8-inch iron rod marking the east corner of the 1.979 acre Golden tract and the south corner of the called 1.476 acre Mark S. Golden tract recorded in Volume 12886, Page 254 (O.R.B.C.), at 376.68 feet, pass a found 1/2-inch iron rod marking the north corner of this tract, the north corner of the called 1.969 acre Sparkman tract and the west corner of the called 1.048 acre Sparkman tract, continue for a total distance of 526.60 feet to a found 1/2-inch iron rod for an angle point;

THENCE: N 42° 47' 33" E (DEED CALL: N 42° 44' 40" E) for a distance of 79.70 feet to a found 1/2-inch iron rod marking the north corner of this tract, the north corner of the called 2.988 acre Antioch Community Church tract and the east corner of the called 1.476 acre Golden tract, said iron rod also being in the southwest line of a called 0.173 acre Common Area 13 tract as depicted on the final plat of THE BARRACKS II SUBDIVISION, PHASE 112 recorded in Volume 13727, Page 292 (O.R.B.C.);

THENCE: S 47° 59' 37" E (DEED CALL: S 48° 02' 30" E) along the common line of the called 0.173 acre Common Area 13 tract for a distance of 198.39 feet to a found 1/2-inch iron rod marking the northeast corner of the called 2.988 acre Antioch Community Church tract and the south corner of the called 0.173 acre Common Area 13 tract, said iron rod also being in the northwest line of the called 0.37 acre Parkland Tract 10 as depicted on the plat of THE BARRACKS II SUBDIVISION, PHASE 300 recorded in Volume 12555, Page 196 (O.R.B.C.);

THENCE: S 42° 14' 17" W (DEED CALL: S 42° 12' 11" W) along the common line of the called 2.988 acre Antioch Community Church tract and the called 0.37 acre Parkland Tract 10 for a distance of 134.67 feet to a found 1/2-inch iron rod marking the north corner of the called 5.193 acre Antioch Community Church tract and the west corner of the called 0.37 acre Parkland Tract 10, from whence a found 1/2-inch iron rod marking the east corner of the called 1.969 acre tract and the south corner of the 1.048 acre tract bears S 42° 08' 32" W at a distance of 94.52 feet for reference;

THENCE: along the common line of the called 5.193 acre Church tract and the called 0.37 acre Parkland Tract 10 for the following four (4) calls:

- 1) S 47° 45' 43" E for a distance of 108.07 feet to a found 1/2-inch iron rod for corner,
- 2) N 42° 14' 17" E for a distance of 35.84 feet to a found 1/2-inch iron rod for corner,
- 3) S 47° 45' 43" E for a distance of 119.21 feet to a found 1/2-inch iron rod for corner, and
- 4) 11.22 feet in a counter-clockwise direction along the arc of a curve having a central angle of 25° 43' 12", a radius of 25.00 feet, a tangent of 5.71 feet and a long chord bearing N 20° 12' 46" W at a distance of 11.13 feet to a found 1/2-inch iron rod in the southwest right-of-way line of Towers Parkway (based on a 67' width) as depicted on the final plat of THE BARRACKS II SUBDIVISION, PHASE 109 as recorded in Volume 13650, Page 38 (O.R.B.C.);

THENCE: along the common line of the called 5.193 acre Antioch Community Church tract and the southwest right-of-way line of said Towers Parkway for the following two (2) calls:

- 1) 118.81 feet in a counter-clockwise direction along the arc of a curve having a central angle of 14° 41' 14", a radius of 463.50 feet, a tangent of 59.73 feet and a long chord bearing S 40° 25' 05" E at a distance of 118.49 feet to a found 1/2-inch iron rod marking the Point of Tangency, and
- 2) S 47° 45' 43" E for a distance of 56.14 feet to a found 1/2-inch iron rod marking the east corner of this herein described tract and the east corner of the called 5.193 acre Antioch Community Church tract, said iron rod also being in the northwest line of THE BARRACKS II SUBDIVISION PHASE 100, according to the final plat recorded in Volume 10570, Page 293 (O.R.B.C.);

THENCE: S 42° 14' 17" W along the common line of the called 5.193 acre Antioch Community Church tract and said THE BARRACKS II SUBDIVISION PHASE 100 for a distance of 519.01 feet to a found 1/2-inch iron rod marking the south corner of this tract and the south corner of the called 5.193 acre Church tract, said iron rod also being in the northeast line of Lot 1A-R, Block 1, THE BARRACKS SUBDIVISION, PHASE 100, according to the replat recorded in Volume 13131, Page 70 (O.R.B.C.);

THENCE: along the common line of the called 5.193 acre Antioch Community Church tract and said Lot 1A-R for the following three (3) calls:

- 1) N 56° 23' 58" W for a distance of 203.52 feet to a found 1/2-inch iron rod for corner,
- 2) 105.70 feet in a clockwise direction along the arc of a curve having a central angle of 26° 54' 58", a radius of 225.00 feet, a tangent of 53.84 feet and a long chord bearing S 54° 29' 49" W at a distance of 104.73 feet to a found 1/2-inch iron rod for corner, and
- 3) S 67° 57' 18" W for a distance of 20.41 feet to a found 1/2-inch iron rod in the easterly right-of-way line of the before-said Holleman Drive South, from whence a found 1/2-inch iron rod marking the south corner of said Lot 1A-R bears S 22° 02' 42" E at a distance of 257.85 feet for reference;

THENCE: N 22° 02' 42" W along the easterly right-of-way line of said Holleman Drive South for a distance of 175.40 feet to a found 1/2-inch iron rod for corner, said iron rod also being in the southeast line of the called 0.023 acre Right-of-Way Taking tract;

THENCE: along the easterly right-of-way line of said Holleman Drive South and the southeast line of the called 0.023 acre Right-of-Way Taking tract for the following two (2) calls:

- 1) N 42° 08' 32" E for a distance of 1.39 feet to a found 1/2-inch iron rod for corner, and
- 2) N 22° 23' 06" W for a distance of 220.60 feet to the POINT OF BEGINNING and containing 8.181 acres 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 December 19, 2017.



Exhibit B



VICINITY MAP

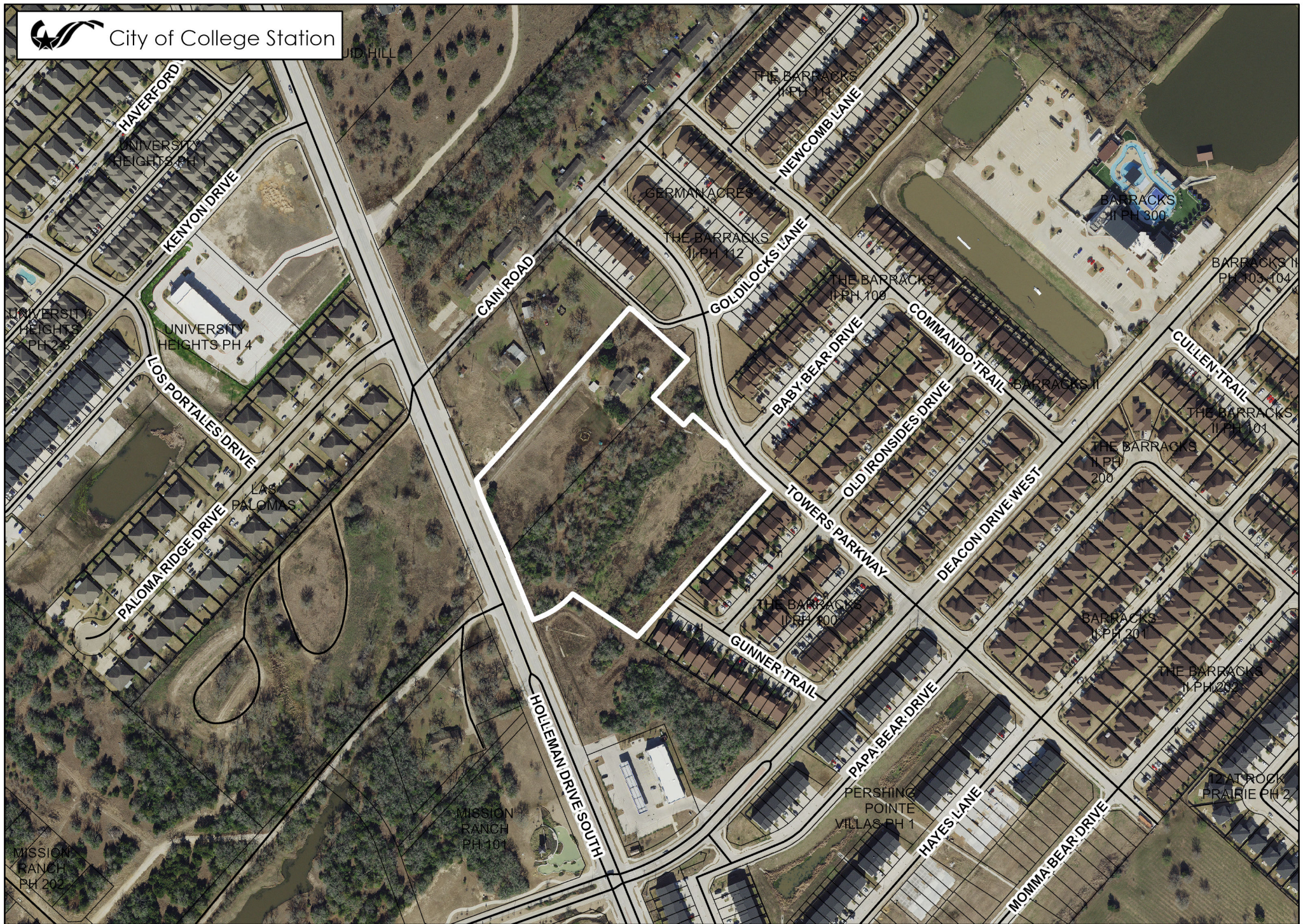
HOLLEMAN TOWNHOMES REZONING
REZ2023-000005

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles





0 320 640 Feet

HOLLEMAN TOWNHOMES REZONING

Case:
REZ2023-000005

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
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.

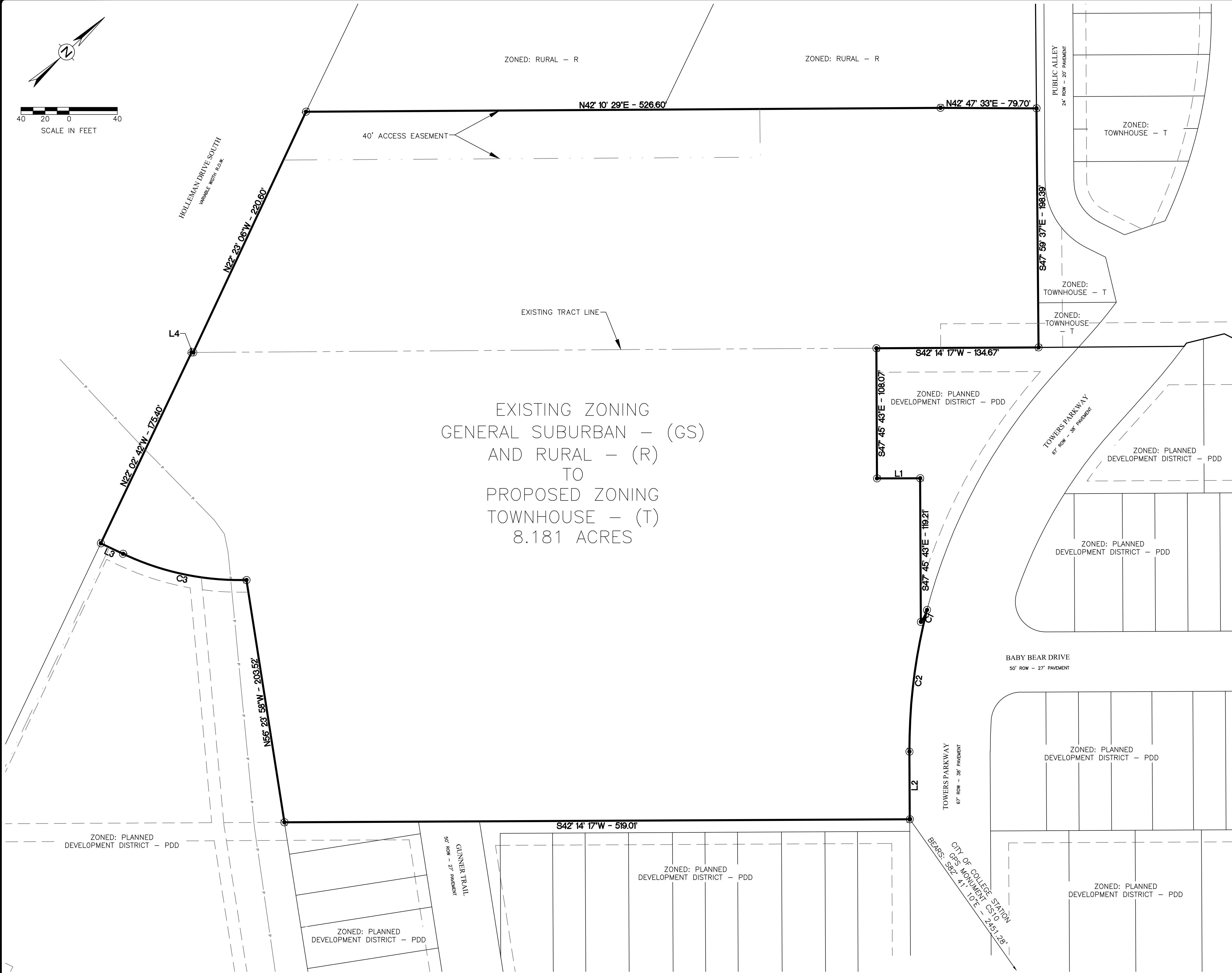
Retired Districts

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

HOLLEMAN TOWNHOMES REZONING

Case:
REZ2023-000005

REZONING

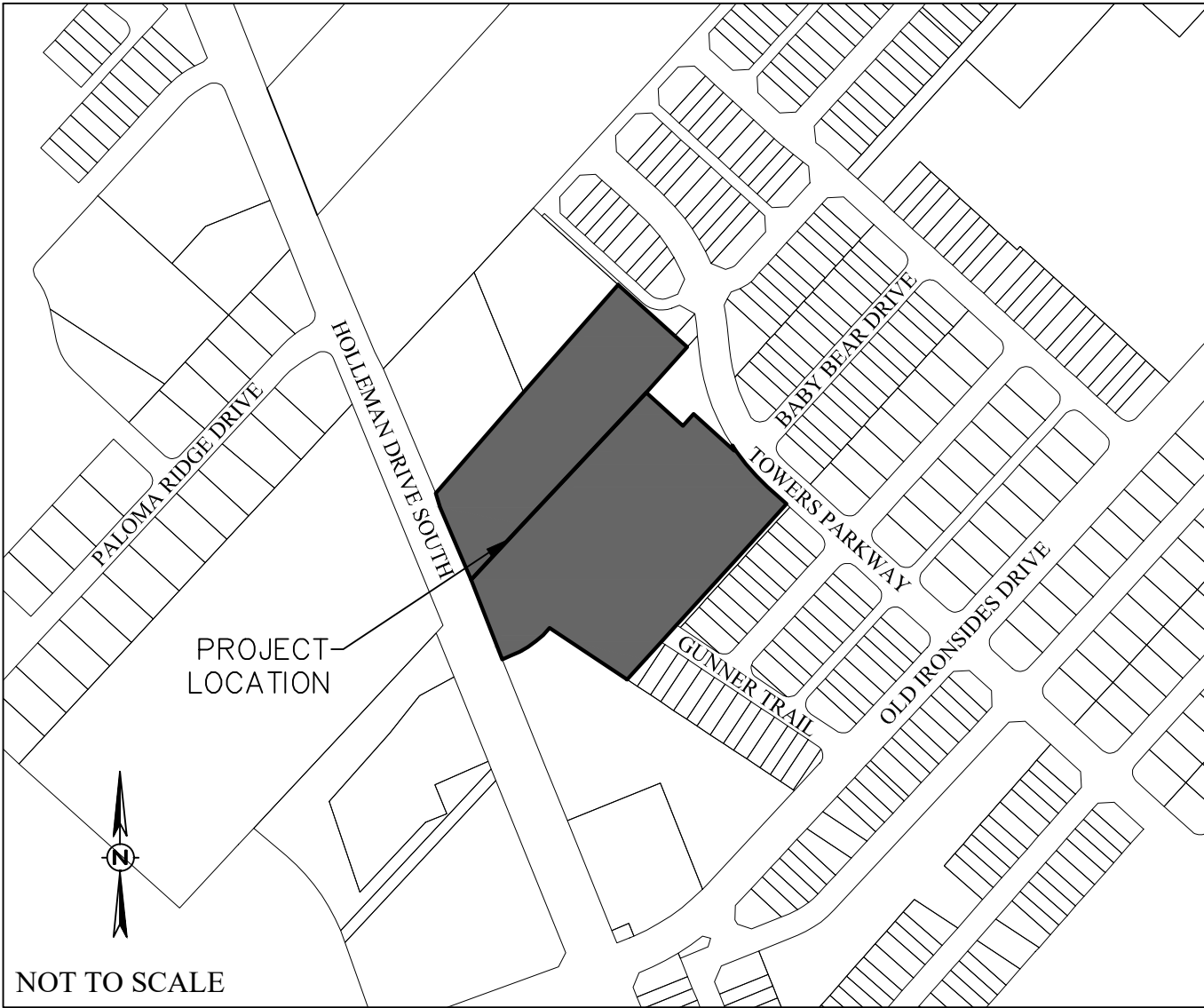


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	35.84'	N42° 14' 17"E
L2	56.14'	S47° 45' 43"E
L3	20.41'	S67° 57' 18"W
L4	1.39'	N42° 08' 32"E

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	11.22'	25.00'	025°43'25"	5.71'	11.13'	N20°12'52"W
C2	118.81'	463.50'	014°41'14"	59.73'	118.49'	S40°25'05"E
C3	105.70'	225.00'	026°54'58"	53.84'	104.73'	S54°29'49"W

- NOTES:
1. ORIGIN OF BEARING SYSTEM: THE BEARING SYSTEM AND ACTUAL MEASURED DISTANCE TO THE MONUMENTS ARE CONSISTENT WITH THE DEED OF THE CALLED 5.193 ACRE ANTIOCH COMMUNITY CHURCH TRACT RECORDED IN VOLUME 13706, PAGE 212 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
 2. ACCORDING TO THE FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBERS 48041C0305F EFFECTIVE APRIL 2, 2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

VICINITY MAP



ZONING MAP
ANTIOCH CHURCH TRACT

8.181 ACRES
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
EXISTING ZONING
GENERAL SUBURBAN (GS) AND RURAL (R)

TO
PROPOSED ZONING
TOWNHOUSE (T)
SCALE: AS SHOWN
MARCH, 2023

OWNER/DEVELOPER:

Antioch Community Church
c/o CS
1803 Briarcrest Dr.
Bryan, TX 77802

SURVEYOR:

Gregory Hopcus, RPLS No. 6047
McClure & Brown
Engineering/Surveying, Inc.
1008 Woodcreek Dr., Suite 103
College Station, TX 77845
(979) 693-3838
TBPELS FIRM # 10103300

ENGINEER:

Schultz Engineering, LLC
TBPPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: April 6, 2023
Advertised Council Hearing Date: April 27, 2023

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:

The Barracks at Rock Prairie

Property owner notices mailed: 109

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 1 at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Mixed Residential	R Rural, T Townhome	Single-family detached, Townhomes
South	Mixed Residential	PDD Planned Development District	Townhomes, Vacant
East	Mixed Residential, Parks & Greenways	PDD Planned Development District, T Townhome	Townhomes, Parkland
West	Mixed Residential, Natural & Open Areas	PDD Planned Development District, RS Restricted Suburban	Townhomes

DEVELOPMENT HISTORY

Annexed: November 2002
Zoning: A-O Agricultural-Open (upon annexation 2002)
A-O Agricultural-Open renamed to R Rural (2013)
5.193-acre property:

- from R Rural to PDD Planned Development District (2015)
- from PDD Planned Development District to GS General Suburban (2018)

Final Plat: Unplatted
Site Development: Single-family detached, Vacant



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: HOLLEMAN TOWNHOMES REZONING

Address: 3197 HOLLEMAN DR S

Legal Description: A000701, CRAWFORD BURNETT (ICL), TRACT 43.2, 2.988 ACRES

Total Acreage: 8.181

Applicant:: Schultz Engineering

Property Owner: ANTIOCH COMMUNITY CHURCH OF CS

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Additional Demand for housing in the area requires a higher density than Rural and General Suburban Zoning districts.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zoning change is in accordance with the Mixed Residential Comprehensive Plan land use.

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 5.193-acre tract zoning of General Suburban would allow single family detached dwellings but not achieve the density of townhomes. The 2.988-acre zoning of Rural would allow a single residential lot which does not meet the land use for this area.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The 5.193-acre tract was previously zoned for townhomes, so it is suitable for the proposed use. The 2.988-acre tract can efficiently be utilized with the 5.193-acre tract for a townhome subdivision.

Explain the suitability of the property for uses permitted by the current zoning district.

The 5.193-acre tract was previously zoned for townhomes, so it is suitable for the proposed use. The 2.988-acre tract can efficiently be utilized with the 5.193-acre tract for a townhome subdivision.

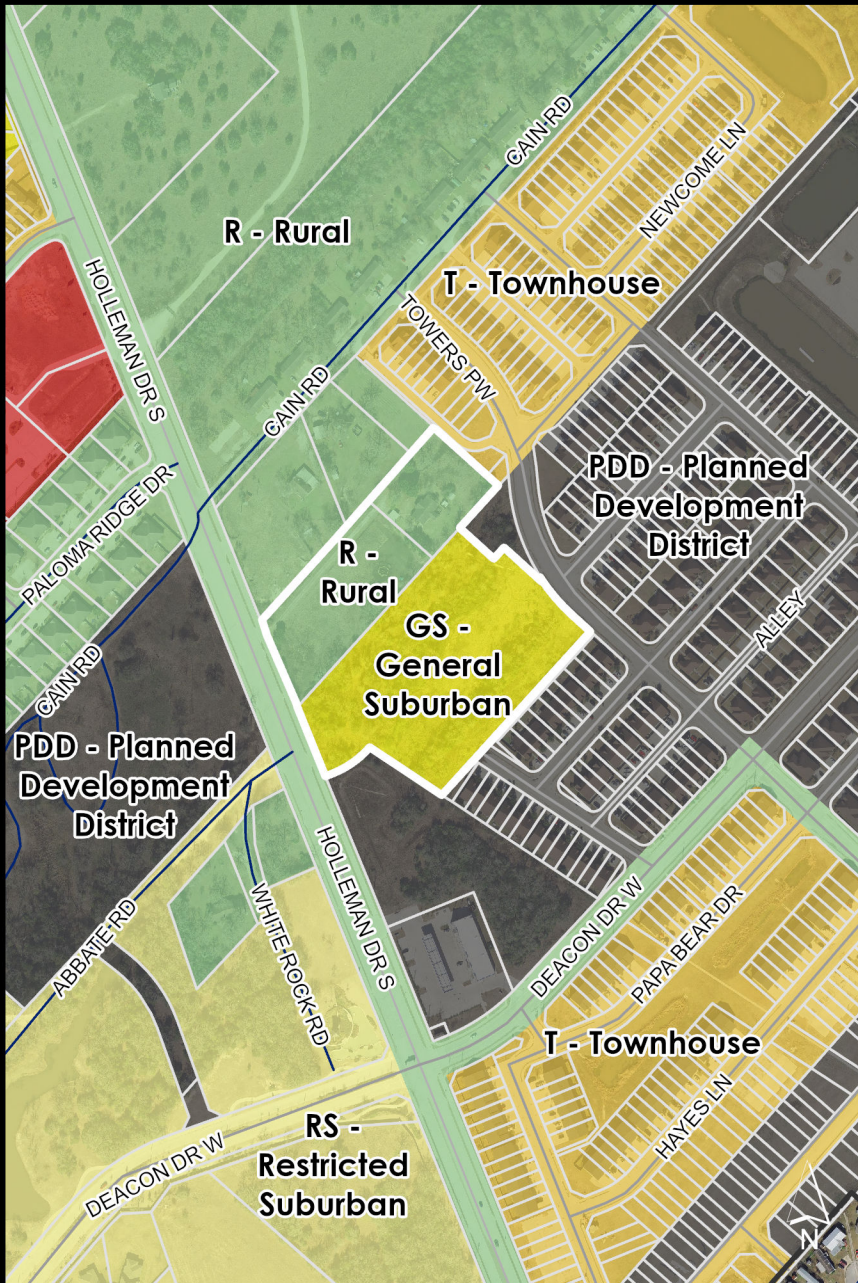
Explain the marketability of the property for uses permitted by the current zoning district.

The marketability of the General Suburban tract is not good since the detached dwellings may not be compatible with the townhomes. The Rural tract has no marketability.

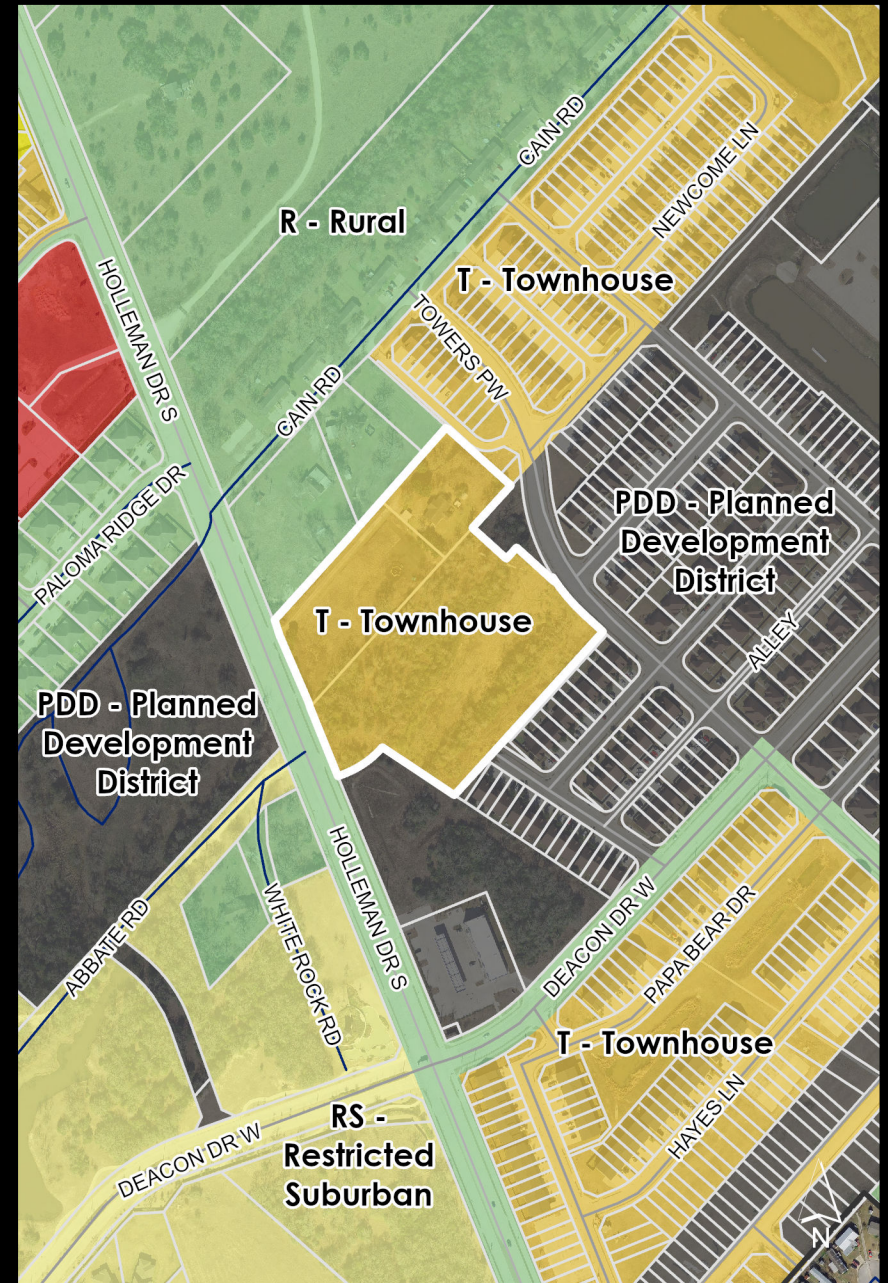
List any other reasons to support this zone change.

The 5.193-acre tract was previously part of the Barracks Development so the infrastructure to support the development is already in place.

EXISTING Zoning



PROPOSED Zoning



EXISTING Future Land Use



April 27, 2023
Item No. 9.3.
Possible CDBG-MIT Project Selection

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding possible projects to be funded with the Community Development Block Grant - Mitigation Plan funds to be received from the Texas General Land Office through the Brazos Valley Council of Governments Method of Distribution.

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): Staff recommends the Council receive a presentation and provide direction regarding projects to be included in the CDBG-MIT plan.

Summary: Background: The City Council approved a resolution on October 13, 2022 to accept Community Development Block Grant Mitigation (CDBG-MIT) funds from the Texas General Land Office (GLO) through the Brazos Valley Council of Governments Regional Mitigation Program. The state-approved Method of Distribution provides the City of College Station with \$500,000.00, while requiring that 100% of the funds benefit primarily low to-moderate income areas in College Station.

The City of College Station is eligible for these funds for flood mitigation projects due to the Federal/Presidential Disaster Declaration for Texas by County for the 2017 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."

Community Services, Planning & Development Services, Public Works, Capital Projects, Emergency Management, Finance, and the City Manager's Office developed the list of eligible activities:

Possible Project	Comments	Estimated Cost
Flood Assessment	This project will assess the current floodplain hazards and assist in determining the scale of any necessary mapping/remapping efforts.	\$150,000
Lincoln Center Generator Installation	This project will allow for the facility to be a warming/cooling/evacuation center in the case of an emergency.	\$136,800
Meyers Senior & Community Center Generator Installation	This project will allow for the facility to be a warming/cooling/evacuation center in the case of an emergency.	\$322,800

Flood Warning System Pilot Project	This project will include installation of three storm water gauges with hazard warning flasher beacons and annual vendor software services.	\$91,750
Tree Planting - Cooling College Station	The GLO determined that this project was ineligible for CDBG-MIT.	
Acquisition of 137 Southland to prevent development in flood zone	The GLO determined that this project was ineligible for CDBG-MIT.	
College Station Library Generator Installation	Multiple concerns were identified with this location as a warming/cooling/evacuation center. The facility is owned by the City of College Station, but staffing is provided by the City of Bryan. Additionally, there are assets owned by the City of Bryan and many shared assets. For the following reasons, staff does not recommend utilizing the funds for this project: concern about damage to the assets if a long-term evacuation is needed, the facility is not conducive to use as a long-term warming/cooling/evacuation center, and it is in close-proximity to the Lincoln Recreation Center.	
Redmond Property Flooding	Insufficient funds for mitigation of this project.	
Linda Lane Property Flooding	Insufficient funds for mitigation of this project.	
Bank Stabilization at Wolf Pen Creek	Insufficient planning and insufficient funds for this project.	
Other Drainage Infrastructure	Insufficient funds for this project.	

Council will be asked to select the projects for funding.

The City utilized a consultant contract with Blais and Associates for Professional Grant Writing and Consulting Services for the development of the draft CDBG-MIT plan. The cost is not to exceed \$20,925. The consultant utilized existing plans and documents to develop the draft CDBG-MIT plan, along with preparing all required documents and publications.

As required by CDBG-MIT, a public comment period was open from March 30th through April 13th, including a Public Hearing at the April 13th City Council meeting. Due to comments received from the Council, and after consulting with the GLO, the proposed project list was changed and an additional

public comment period will be opened from April 28th - May 12th. The Council meeting on May 15th will include a Public Hearing and a request for consideration of plan approval. Staff requested an extension of the deadline for submission of the plan to allow for sufficient public comment. The extension was granted and the plan is due May 17, 2023.

Funds will be available for the proposed projects upon approval of the plan by GLO..

Budget & Financial Summary: \$500,000 of CDBG-MIT funds

Attachments:

None

April 27, 2023

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, BVSWMMA, 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